Nathan Deal
Governor

Georgia® Department of Community Affairs

Camila Knowles
Commissioner

MEMORANDUM

TO:
Honorable Lee May
Interim CEO, DeKalb County Commission

Honorable Kasim Reed
Mayor, City of Atlanta

Honorable Jonathan Elmore
Mayor, City of Avondale Estates

Honorable John Arthur Ernst, Jr.
Mayor, City of Brookhaven

Honorable Eric Clarkson
Mayor, City of Chamblee

Honorable Ted Terry
Mayor, City of Clarkston

Honorable Patricia Garrett
Mayor, City of Decatur

Honorable Donna Pittman
Mayor, City of Doraville

Honorable Denis Shortal
Mayor, City of Dunwoody

Honorable Deborah Jackson
Mayor, City of Lithonia

Honorable Melanie Hammet
Mayor, City of Pine Lake

Honorable Patricia Wheeler
Mayor, City of Stone Mountain

Honorable Frank Auman
Mayor, City of Tucker

FROM: Brian Johnson, Director
Office of Planning and Environmental Management

DATE: December 1, 2016

SUBJECT: Service Delivery Strategy Verification

We are happy to inform you that the Department of Community Affairs has reviewed your recent update of the DeKalb County Service Delivery Strategy and verified that it meets all applicable requirements. Please note that verifying your service delivery strategy in no way affects your Qualified Local Government status under the separate requirements of the Georgia Planning Act.

This Service Delivery Strategy must be reviewed and revised if any of the following occur:

1) Update of the county's comprehensive plan;
2) Change of service delivery arrangements;
3) Change in revenue distribution arrangements (e.g., changes to LOST distribution among the county and its municipalities);
4) Creation, abolition, or consolidation of local governments;
5) Expiration of the existing service delivery strategy agreement; or
6) The county and affected municipalities otherwise agree to revise the strategy.

Additionally, be aware that state agencies are prohibited under Georgia law from providing state administered financial assistance, grants, loans, or permits to local projects that are inconsistent with the strategy. It is necessary for local governments to ensure that local projects are consistent with their Service Delivery Strategy prior to seeking state assistance.

BJ/nah

cc: Douglas R. Hooker, Executive Director, ARC
Jared Lombard, AICP, Senior Principal Planner, ARC
Jon Tuley, Senior Principal Planner, ARC
Andrew Smith, Planner, ARC
Zach Williams, Chief Operating Officer, DeKalb County
Dan Gordon, Chief Operating Officer, City of Atlanta
Clai Brown, Manager, City of Avondale Estates
Christian Sigman, Manager, City of Brookhaven
Jon Walker, Manager, City of Chamblee
Keith Barker, Manager, City of Clarkston
Peggy Merriss, Manager, City of Decatur
Shawn Gillen, Manager, City of Doraville
Eric Linton, Manager, City of Dunwoody
Cheryl Foster, Administrator, City of Lithonia
Valerie Caldwell, Administrator, City of Pine Lake
ChaQuias Thornton, Manager, City of Stone Mountain
Tami Hanlin, Manager, City of Tucker
Barbara Sanders, Clerk, DeKalb County
Rhonda Johnson, Clerk, City of Atlanta
Gina Hill, Clerk, City of Avondale Estates
Susan Hiott, Clerk, City of Brookhaven
Emmie Niethammer, Clerk, City of Chamblee
Tracy Ashby, Clerk, City of Clarkston
Janet Kindelberger, Clerk, City of Decatur
Sherry Henderson, Clerk, City of Doraville
Sharon Lowery, Clerk, City of Dunwoody
Leah Rodriguez, Clerk, City of Lithonia
Kathleen Settle, Clerk, City of Stone Mountain
Jennifer Davis, Clerk, City of Tucker

Interim Chief Executive Officer
Lee May

Board of Commissioners

District 1
Nancy Jester

District 2
Jeff Rader

District 3
Larry Johnson

District 4
Sharon Barnes Sutton

District 5
Mereda Davis Johnson

District 6
Kathie Gannon

District 7
VACANT

October 26, 2016

Brian S. Johnson
Director of Planning & Environmental Management
Georgia Department of Community Affairs
60 Executive Park South NE
Atlanta, GA 30329

RE: Service Delivery Strategy Extension

Mr. Johnson,

On behalf of DeKalb County and the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain, we are submitting the Service Delivery Strategy for DeKalb County.

Please feel free to contact me or Mr. Cedric Hudson at 404-371-2789 if you have any questions.

Sincerely,

Lee May

Lee May, Interim CEO
DeKalb County, Georgia

Cc: The Honorable Kasim Reed, Mayor, City of Atlanta
The Honorable Jonathan Elmore, Mayor, City of Avondale Estates
The Honorable John Ernst, City of Brookhaven
The Honorable R. Eric Clarkston, City of Chamblee
The Honorable Edward "Ted" Terry, City of Clarkston
The Honorable Patti Garrett, City of Decatur
The Honorable Donna Pittman, City of Doraville
The Honorable Dennis Shortal, City of Dunwoody
The Honorable Debora Jackson, City of Lithonia
The Honorable Melanie Hammet, City of Pin Lake
The Honorable Patricia Wheeler, City of Stone Mountain
Zach Williams, DeKalb County Executive Assistant
Luz Borrero, DeKalb County Deputy Chief Operating Officer
Andrew Baker, AICP, DeKalb County Director of Planning and Sustainability
Cedric Hudson, DeKalb County Planning Administrator

DeKalb County

2016 Service Delivery Strategy

Includes the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain

DeKalb County 2016 Service Delivery Strategy

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ATTACHMENT A

DeKalb County Service Delivery Strategy 2016

Summary of Services in DeKalb County Cities

General Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Finance	D	D	D	D	D	D	D	D	D	D	D	D
Purchasing	D	D	D	D	D	D	D	D	D	D	D	D
Information Technologies	D	D	D	D	D	D	D	D	D	D	D	D
GIS (Basic)	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Parcel Creation	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Parcel Maintenance	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
GIS (Non-Basic)	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Specialized Data/Mapping	D	D	D	D	D	D	D	D	D	D	D	D
Elections	DC	DC	IG-DC	DC	DC	D/DC	DC	DC	DC	DC	D/DC	D
Personnel	D	D	D	D	D	D	D	D	D	D	D	D
Property Tax Collections/ Tax Billing	DC	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
Legal/Judicial Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Public Defender	D	D	D	D	D	D	D	D	D	D	D	D
Solicitor	D	D	D	D	D	D	D	D	D	D	D	D
Local Government Attorney	D	D	D	D	D	D	D	D	D	D	D	D
Public Safety	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Police **(Basic)**	D	D	D	D	D/DC	D	D	D	D/DC	D/DC	D	D
Police **(Non-basic)**	D	DC	D	DC	DC	DC	D	D	DC	DC	DC	D
Animal Control	DC	DC	DC	D	DC	D	D	DC	DC	DC	DC	D
Fire Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Fire & Rescue	D	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
Fire Inspections	D	D/DC	D/DC	DC	D/DC	D	D	D/DC	D/DC	DC	D/DC	D
Fire Prevention/ Marshal	D	D/DC	D/DC	DC	D/DC	D	DC	D/DC	DC	DC	D/DC	D
EMS	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
General	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Sheriff /Jail & Evictions	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Marshal/ Real Estate & Warrants	DC	D/DC	DC	DC	DC	D/DC	DC	DC	DC	D/DC	DC	D
911	D	DC	D	D	DC	D	D	A	DC	DC	DC	D
Dispatch	D	DC	D	D	D	D	D	A/DC	DC	DC	DC	D
Medical Examiner	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Emergency Management	DC	DC	DC	DC	DC	D/DC	D/DC	DC	DC	D/DC	DC	D
Radio System	D	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Planning / Development	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Strutural Inspections / Permits	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plans Review	D	D	D	D	D	D	D	D	D	D	D	D
Electrical Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Building Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Plumbing Inspection	D	D	D	D	D	D	D	D	D	D	D	D
HVAC Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Land Development	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plan Review Coordination	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Plan Review	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Final Plat Processing	D	D	D	D	D	D	D	D	D	D	D	D
Permits and Zoning	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Building Permits	D	D	D	D	D	D	D	D	D	D	D	D

ATTACHMENT A

DeKalb County Service Delivery Strategy 2016

Summary of Services in DeKalb County Cities

Plans Review	D	D	D	D	D	D	D	D	D	D	D	D
Zoning Review	D	D	D	D	D	D	D	D	D	D	D	D
Trade Permits	D	D	D	D	D	D	D	D	D	D	D	D
Certificate of Occupancy	D	D	D	D	D	D	D	D	D	D	D	D
Planning & Related	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Planning / Zoning	D	D	D	D	D	D	D	D	D	D	D	D
Business & Alcohol License	D	D	D	D	D	D	D	D	D	D	D	D
Community Development - CDBG	D	D	DC	DC	DC	DC	N/A	DC	DC	N/A	DC	D
Economic Development	D	D	D	D	D	D/A	A	D	D	N/A	D	A
Code Enforcement/Beautification	D	D	D	D	D	D	D	D	D	N/A	D	D
Public Housing	A	N/A	N/A	N/A	A	A	A	A	A	N/A	A	A
Public Works	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Water Treatment / Water Distribution	DC	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Wastewater Collection & Treatment	DC											D
Sanitation	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Refuse Collection	D	D	DC	D	D	D	D	DC	DC	D	D	D
Landfill	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Recycling Programs	D	D	DC	D	D	D	D	DC	D/DC	D	D	D
Roads & Drainage	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Street Construction	D	D	D	D	D	D	D	D	D	D	D	D
Street Maintenance	D	D	D	D	D	D	D	D	D	D	D	D
Street Cleaning	D	D	D	D	D	D	D	D	D	D	D	D
Traffic Signaling	D	DC	DC	D	DC	DC	DC	DC	DC	DC	DC	D
Street Signage	D	D	D	D	D	D	DC	D	D	D	D	D
Storm Water	D	D	D	D	DC/D	D	D	D	D	D	D	D
Cemetery	N/A	DC	N/A	DC	DC	N/A	N/A	DC	N/A	N/A	D	N/A
Transportation	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Development Permit Reviews	D	D	D	D	DC	D	DC	D	DC	DC	D	D
Utility Encroachment Permitting	D	D	D	D	DC	D	DC	D	DC	DC	D	D
Traffic Calming Program	D	D	D	D	DC	D	DC	D	DC	DC	DC	D
Airport	D	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Leisure Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Parks	D	D	D	D	D	D	D	D	D/DC	D	D	D
Recreation Programs	D	D	D	D	D	D	D	D	DC	D	D	D
Libraries	DC	DC	DC	DC	DC	DC	D/DC	DC	DC	DC	DC	D
Health and Social Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Physical Health / Environmental Health	N/A	These services are provided by DeKalb County and paid for by general funds. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Hospital	N/A											D
Mental Health / Substance Abuse	N/A											D
Welfare	N/A											D
Senior Services	N/A											D

D: Direct (Jurisdiction provides its own service)

DC: DeKalb County (The County is the sole provider of service)

A: Authority

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: DEKALB COUNTY

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms should 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 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.)

OPTION A ***Revising or Adding to the SDS***	**OPTION B** ***Extending the Existing SDS***
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 *Summary of Service Delivery Arrangements* form (FORM 2). 6. Complete one copy of the *Certifications* 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).]	4. In Section IV type, "NONE." 5. Complete one copy of the *Certifications for Extension of Existing SDS* 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. ***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.***

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 OFFICIAL UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. Local Governments Included in the Service Delivery Strategy:

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

Cities: City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, City of Stone Mountain.

Authorities: The Housing Authority of the City of Atlanta, The Atlanta Development Authority, The Development Authority of DeKalb County, Housing Authority of the City of Lithonia, Housing Authority of the City of Decatur, The Decatur Downtown Authority, The Dekalb County Board of Public Health, DeKalb Private Hospital Authority, Development Authority of the City of Decatur, City of Decatur Parking Authority,The DeKalb County Convention Center Authority, DeKalb County Hospital Authority, Joint Development Authority of Dekalb County, Newton County, and Gwinnett County, Brookhaven Development Authority, Chattahoochee River 911 Authority, and Urban Residential Finance Authority of the City of Atlanta.

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 can continue as previously agreed with no need for modification.

The following services included in the previous SDS for DeKalb County and its cities are being extended with no modifications to the means in which these services are funded or delivered:

1. General Services - Finance, Purchasing, Elections, Personnel, Prop. Tax/Billing
2. Legal/Judicial Services - Public Defender, Solicitor, Local Gov't Attorney
3. Public Safety - Police (basic & non-basic), Sheriff/Jail & Evictions, Marshall/Real Estate Warrants, Animal Control, EMS, 911, Dispatch, Medical Examiner, Emergency Management
4. Planning / Development - Structural Plan Plans Review, Electrical Inspections, Building Inspections, Plumbing Inspections, HVAC Inspections, Land Dev. Plan Review and Inspection, Final Plat Processing, Bond Management, Building Permits, Plans Review, Zoning Review, Trade Permits, Certificate of Occupancy, Planning & Zoning, Code Enforcement, Economic Development, Public Housing, Community Development - Homelessness, Community Development Block Grant.
5. Public Works - Water Treatment/Distribution, Wastewater Collection/Treatment, Refuse Collection, Landfill, Recyling, Storm Water, Cemetery, Airport.
6. Leisure Services - Parks, Recreation Programs, and Libraries.
7. Health and Social Services - Physical/Environmental Health, Public Hospital, Mental Health/Substance Abuse, Welfare, Senior Services.

See the attached Matrix of Services in DeKalb (Attachment A).

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.

(Information Technology; itemized for clarity to include GIS (Basic) & GIS (Non-Basic)), Municipal/Recorders Court (Now a function of State Court), Fire (Fire Services; itemized: Fire & Rescue, Fire Prevention/Marshal), Traffic Engineering (itemized: Traffic Signaling, Street Construction & Maintenance, Street Cleaning, & Street Signage), Public Woks - Transportation; (itemized for clarity - Development Permit Reviews, Utility Encroachment Permits, Traffic Calming Program), Public Safety (itemized for clarity to include Radio System), Planning & Development (Adding Business & Alcohol License clarity)

GENERAL SERVICES

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Finance***

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

☐ 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.):

☐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.):

☐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:

☒One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain, DeKalb County Government.**

☐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*
DeKalb County	General Funds; direct cost
Atlanta, Avondale Estates	General Funds; direct cost
Brookhaven, Chamblee, Clarkston	General Funds; direct cost
Decatur, Doraville, Dunwoody	General Funds; direct cost
Lithonia, Pine Lake	General Funds; direct cost
Stone Mountain	General Funds; direct cost

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

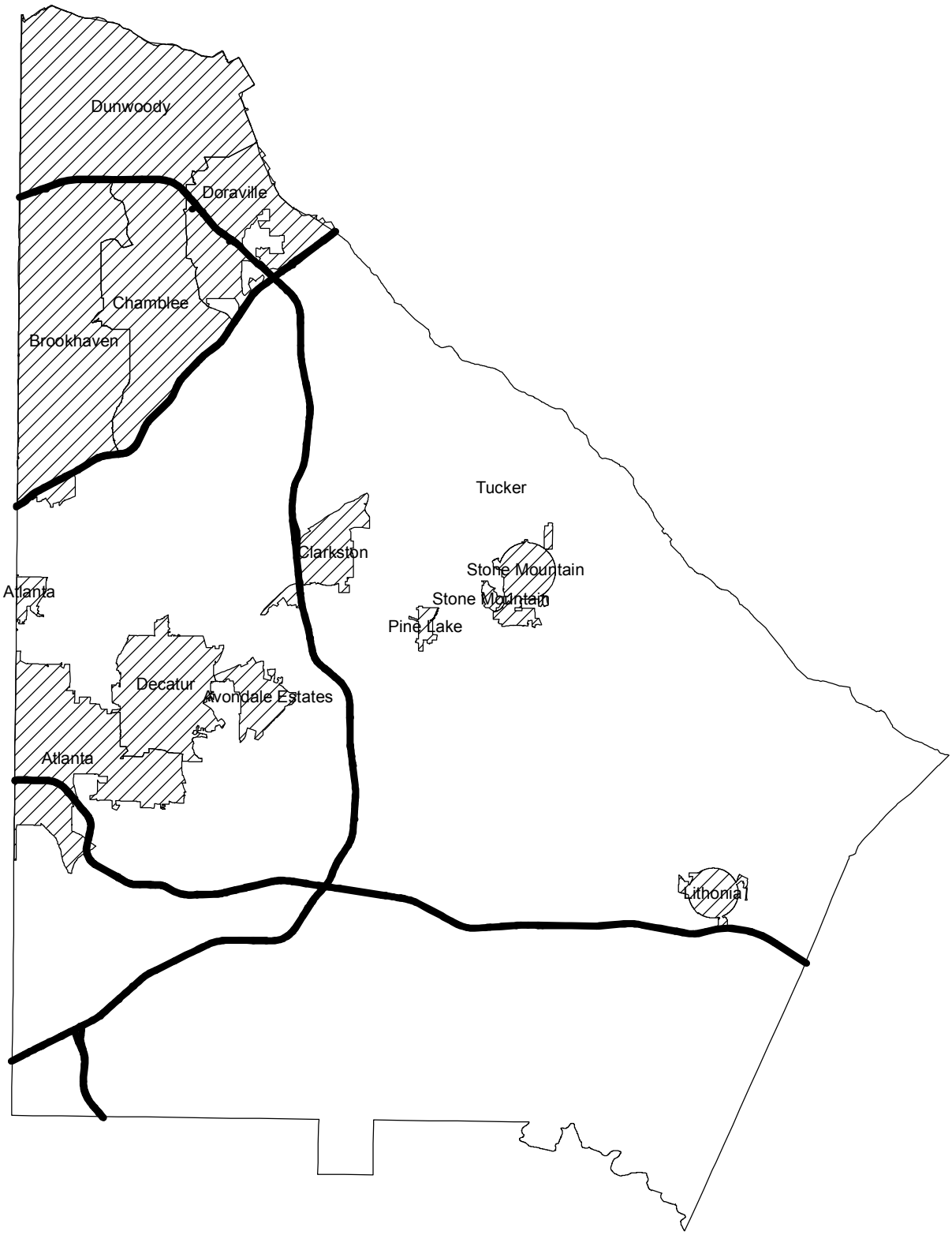
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Finance



Department of Planning & Sustainability **Long Range Planning**

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Finance

Legend

Municipalities Provide Service

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Purchasing***

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

☐ 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.):

☐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.):

☐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:

☒One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

☐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*
All	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

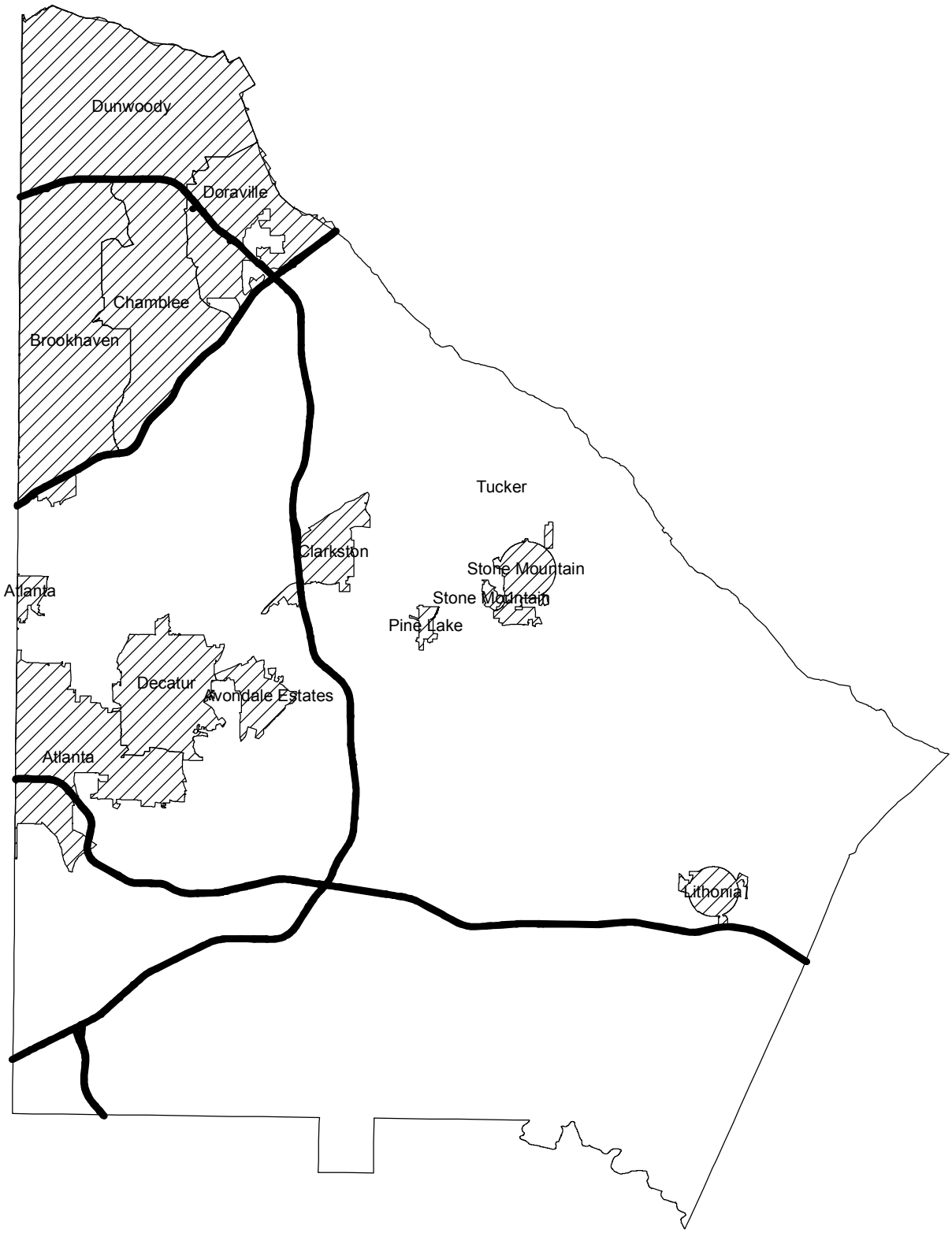
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Purchasing



Department of Planning & Sustainability **Long Range Planning**

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Purchasing

Legend

Municipalities Provide Service

DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Information Technology***

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

☐ 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.):

☐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.):

☐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:

☒One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

☐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*
All	General Fund

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

Information Technology was added to reflect that GIS services was itemized to indicate that the Basic services was included in the General Fund. Non Basic services may result in an additional fee.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

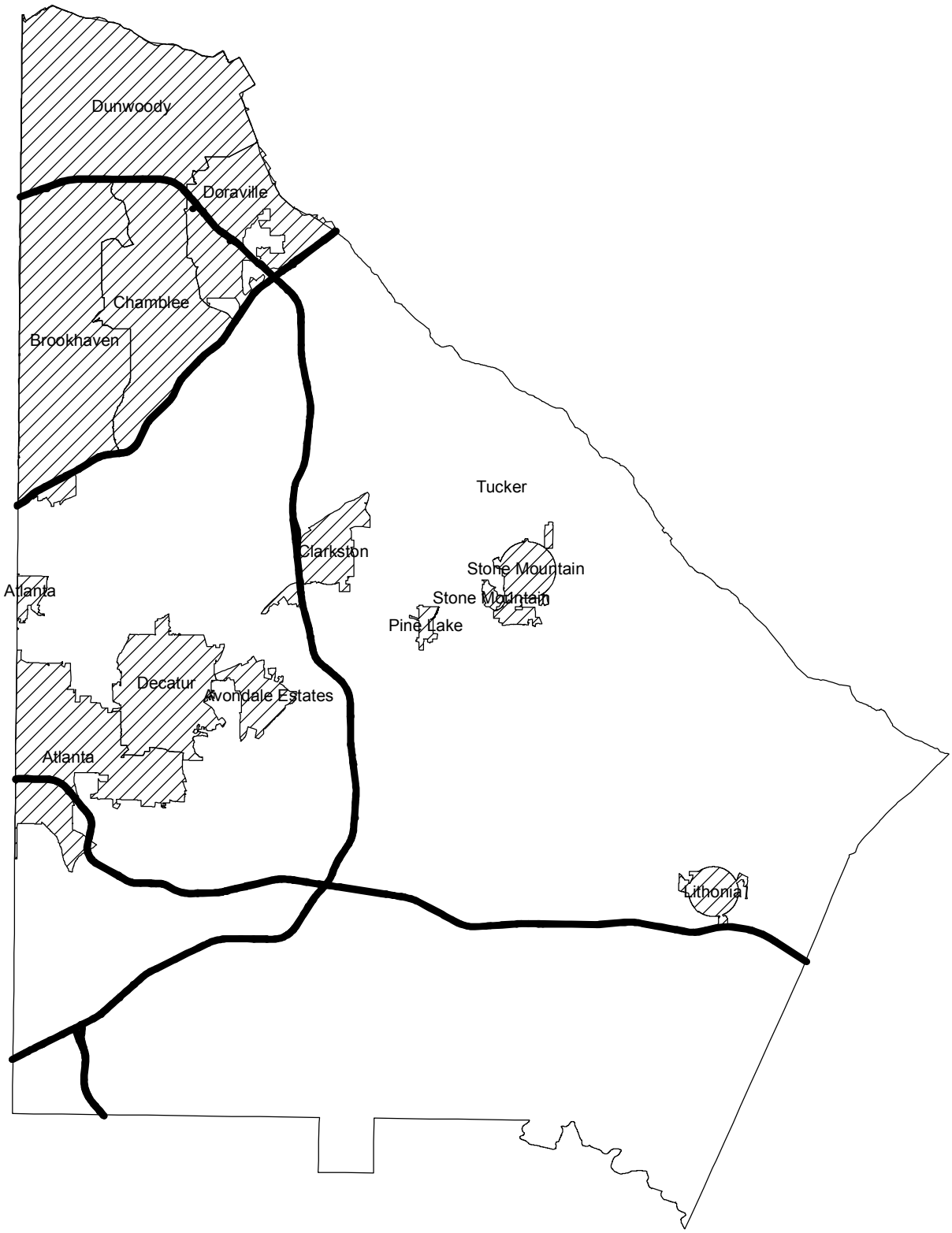
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Information Technology



Department of Planning & Sustainability **Long Range Planning**

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Information Technology

Legend

Municipalities Provide Service

DeKalb County Provides Service

GEORGRAPHIC INFORMATION SERVICES (GIS) BASIC

Municipalities within DeKalb County are eligible to receive limited GIS data free of charge under the condition that they agree to provide digital data of equal or greater value to DeKalb County free of charge if needed. The County will forward to the City the following Geographical Information Systems Department's files:

- Parcels (initial delivery + one (1) update of data)
- Addresses (initial delivery + one (1) update of data)
- Street Centerlines (initial delivery + one (1) update of data)
- Four (4) custom maps annually

The County's Resolution to Levy Taxes for the year 2016 is attached hereto as ATTACHMENT D (See Appendix).

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 III. 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:DEKALB COUNTY	**Service:*GIS (Basic)***

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

☒ 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.):**DeKalb County Government**

☐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.):

☐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:

☐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.):

☐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*
All	General Fund

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

Service was previously a part of the Information Technology Service. The service is detailed on pg. 20 in the GIS Description of 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*

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

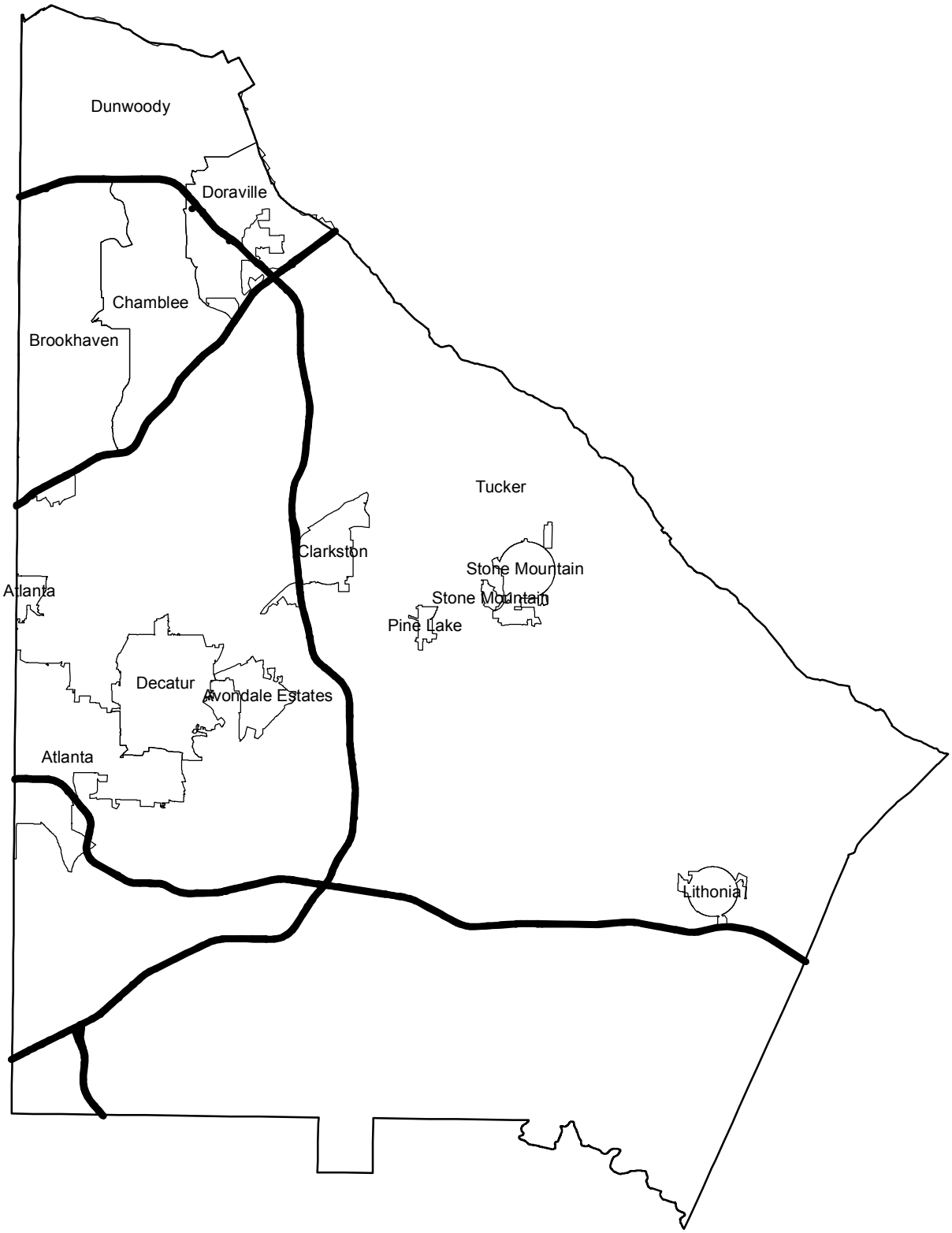
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

GIS (Basic)



Department of Planning & Sustainability **Long Range Planning**

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GIS (Basic)

Legend

DeKalb County Provides Service

GEORGRAPHIC INFORMATION SERVICES (GIS) NON-BASIC

Any data request outside the scope described in **GEOGRAPHIC INFORMATION SERVICES (GIS) BASIC** section above will be the standard cost for data. The County reserves the right to charge the City for staff time on an hourly basis of $65 per hour (with a two hour minimum) for any additional or special mapping, data conversions, data delivery or training

- Private contractors working under contract to DeKalb County are eligible to receive GIS data for the contracted project area free of charge. The County owned data shall be used strictly for the purposes of completing the contracted project and many not be used for additional projects without written authorization from the County.

- Private contractors working under contract with other public or nonprofit entities within DeKalb County will be evaluated on a case by case basis as to their eligibility to receive data free of charge.

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*GIS (Non-Basic)***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County Government, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, City of Stone Mountain**

☐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*
DeKalby County	General Fund; User fees
City of Atlanta; City of Avondale Est.;	Municipality provides service
City of Brookhaven; City of Chamblee	Municipality provides service
City of Clarkston; City of Decatur	Municipality provides service
City Doraville; City of Dunwoody;	Municipality provides service
Lithonia; Pine Lake; Stone Mtn.	Municipality provides service

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

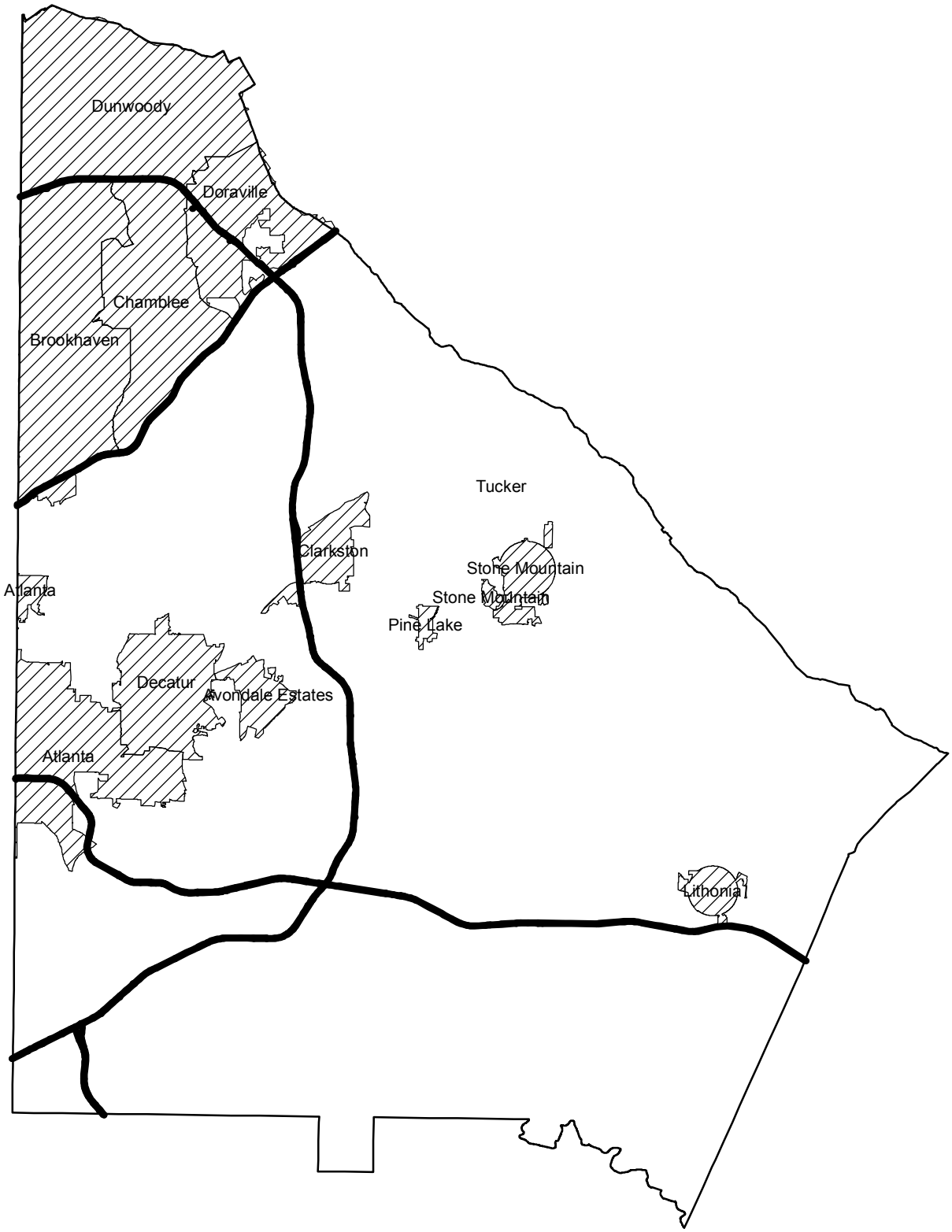
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

GIS (Non-Basic)



Department of Planning & Sustainability **Long Range Planning**

GIS (Non-Basic)

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- Municipality Provides Service
- DeKalb County Provides Service

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SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section III. 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:DEKALB COUNTY	**Service:*Elections***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County Board of Registrations & Elections**

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*
City of Atlanta, Avondale Estates,	User Fees (Invoice submitted to cities)
Avondale, Brookhaven, Chamblee,	User Fees
Clarkston, Decatur, Doraville,	User Fees
Dunwoody, Lithonia, Pine Lake,	User Fees
Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA	Individual cities with DeKalb County	See Appendix pg. 302

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

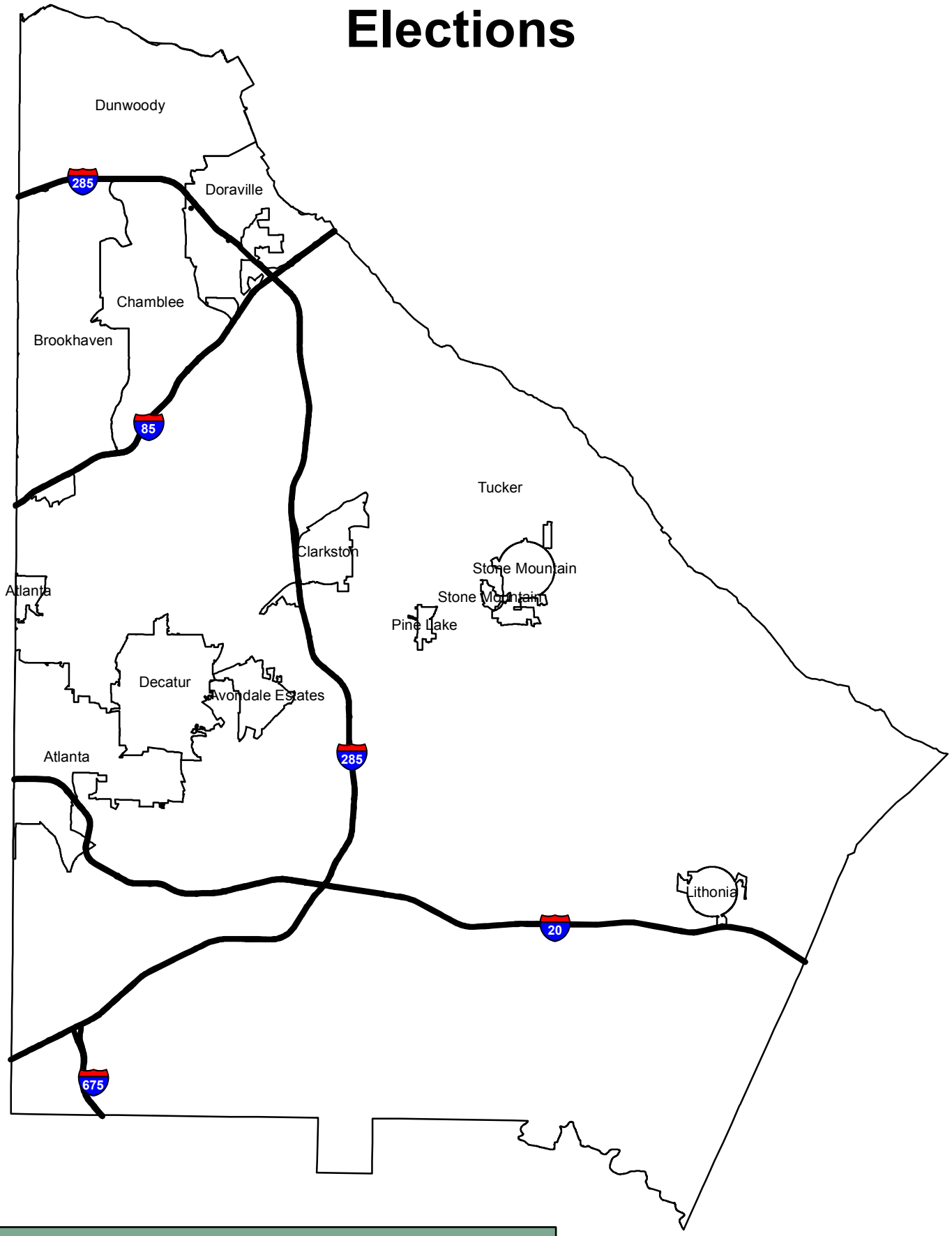
O.C.G.A. 21-2-45(c)

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Elections



Department of Planning & Sustainability - Long Range Planning Section

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Elections

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DeKalb County provides service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Personnel***

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

☐ 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.):

☐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.):

☐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:

☒One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

☐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*
All	Jurisdictions will provide costs for its own service.

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

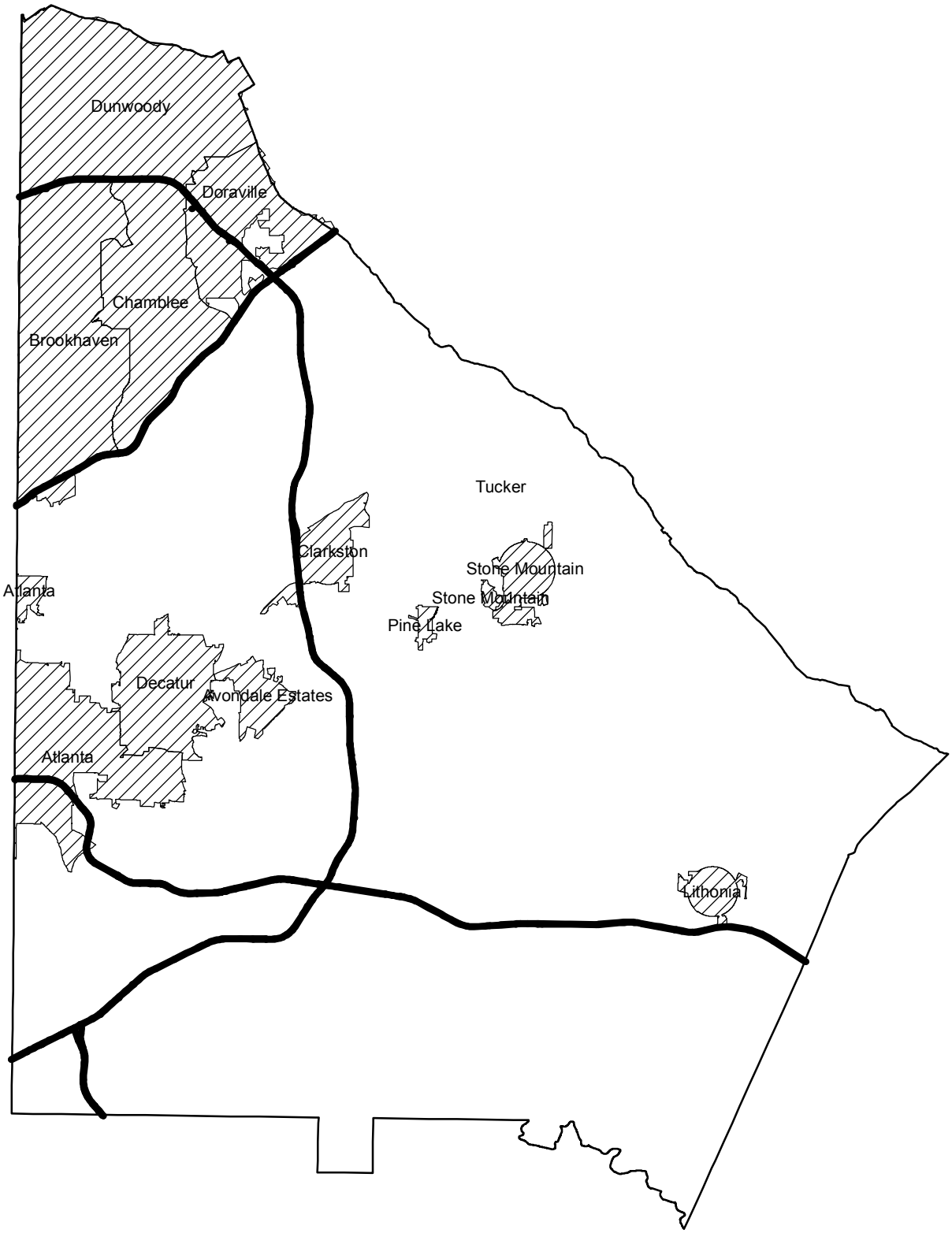
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Personnel



Department of Planning & Sustainability **Long Range Planning**

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Personnel

Legend

Municipalities Provide Service

DeKalb County Provides Service

Property Tax Collection / Billing - Explanation for continuing arrangement.

The Cities of Decatur and Pine Lake have different property tax due date; and, have overlapping but higher level of service. There is a current IGA between DeKalb County and the City of Pine Lake.

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 III. 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:DEKALB COUNTY	**Service:*Property Tax Collections / Tax Billing***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County Government, City of Decatur, City of Pine Lake**

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*
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston,	General Fund
Doraville, Dunwoody, Lithonia	General Fund
Stone Mountain	General Fund
Decatur	General Fund
Pine Lake	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Ad Val tax/billing	City of Atlanta	May 17th - yr to yr
Contract for Services	Chamblee, Clarkston, Pine Lake (3/28/96 - yr to yr)	May 5th - yr to yr
Ad Val tax/billing	City of Avondale Estates	June 26, 1995 - yr to yr
Ad Val tax/billing	City of Brookhaven	Jan 28, 2014 - Dec 31, 2063
Ad Val tax/billing	City of Chamblee	May 14, 1999 - Dec 31, 2063
Ad Val tax/billing	City of Clarkston	May 12, 1998 - yr to yr

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

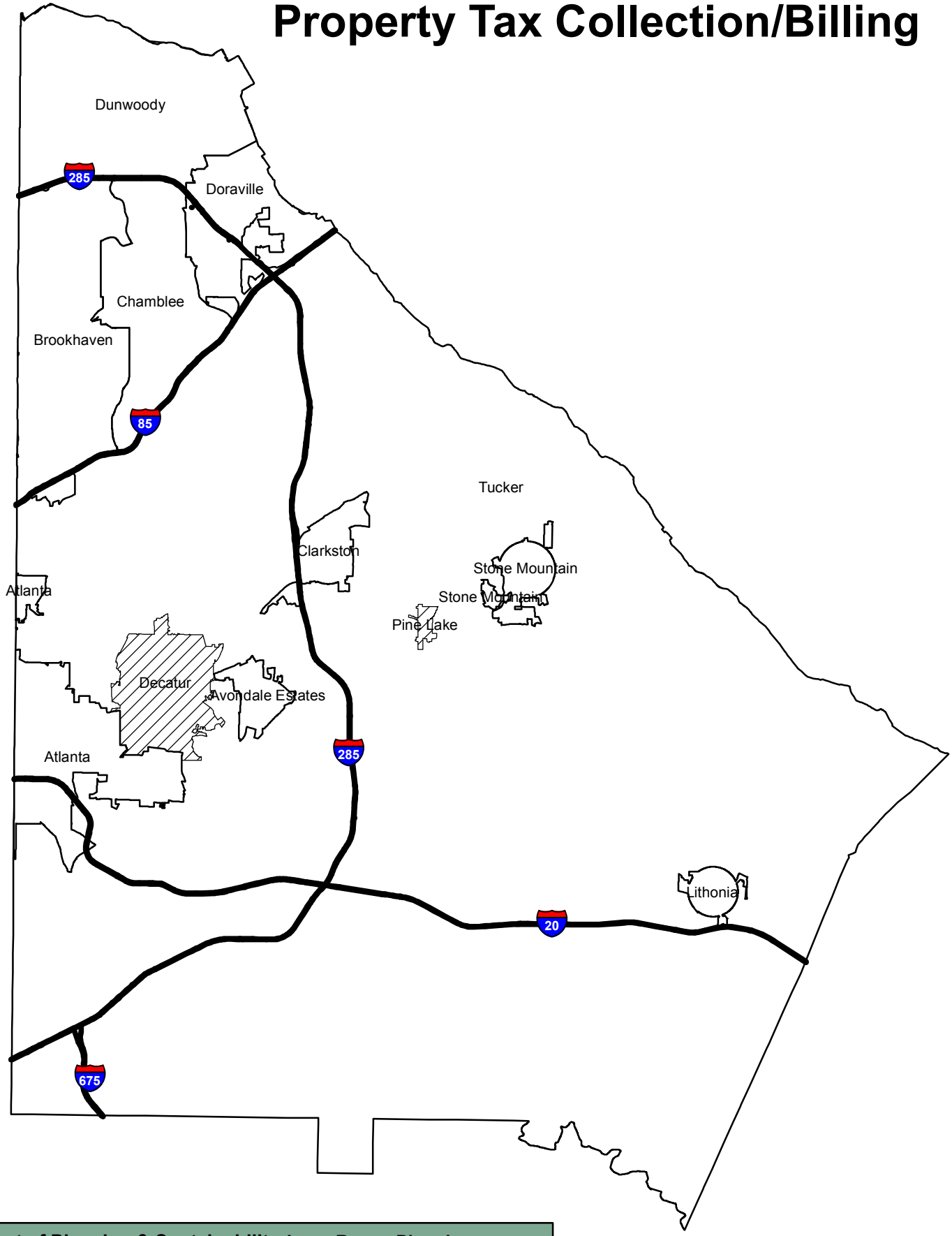
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Property Tax Collection/Billing



Department of Planning & Sustainability - Long Range Planning

Property Tax Collection/Billing

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Legend

- DeKalb County Provides Service
- Municipality provides service

LEGAL/ JUDICIAL SERVICES

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Public Defender***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

☐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*
All DeKalb Cities	General Fund
DeKalb County	General Fund & Indigent Defense Fund

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

No change

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

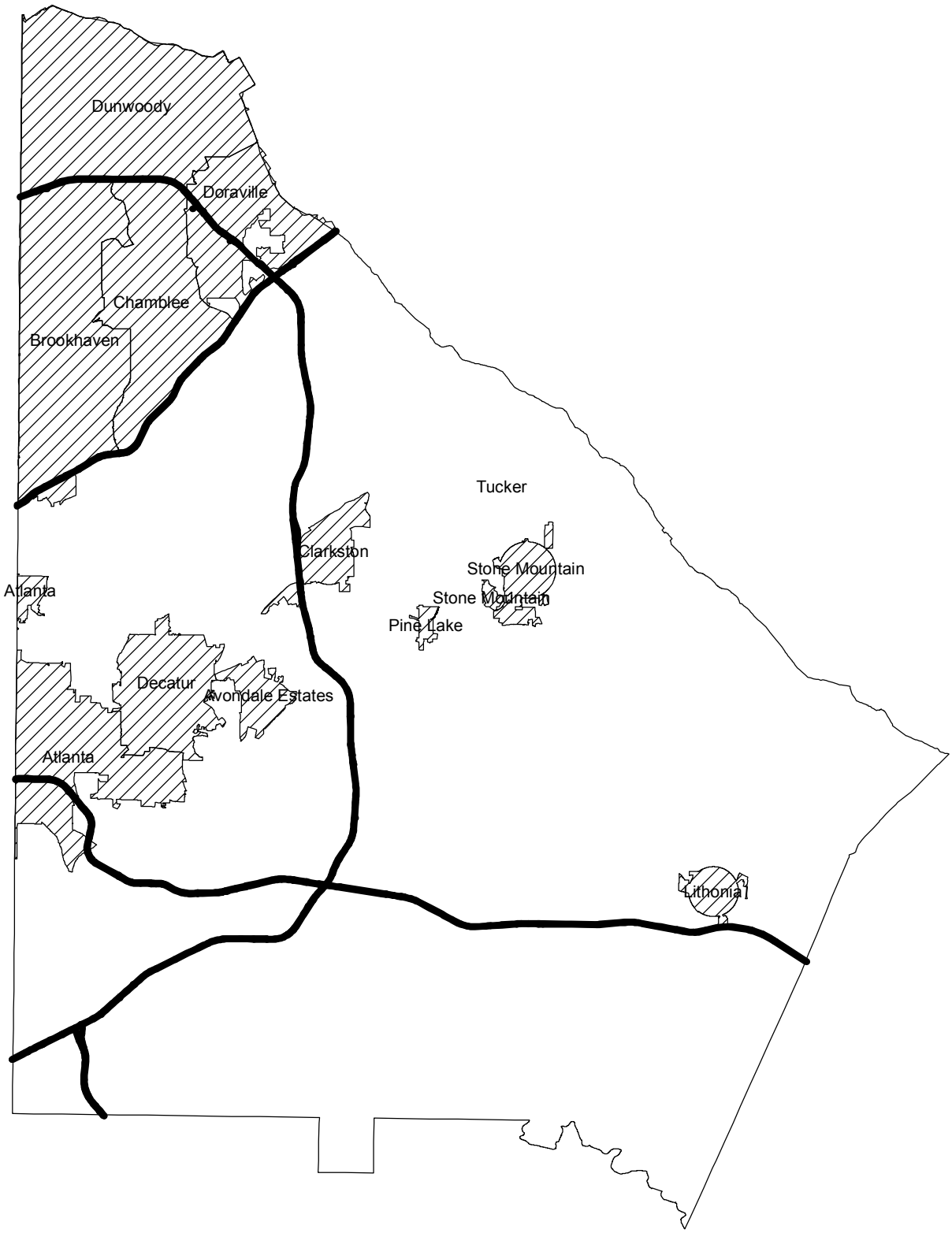
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Public Defender



Department of Planning & Sustainability **Long Range Planning**

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Public Defender

Legend

Municipality Provides Service

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Solicitor***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

☐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*
All DeKalb Cities	General Fund
DeKalb County	General Fund & Indigent Defense Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

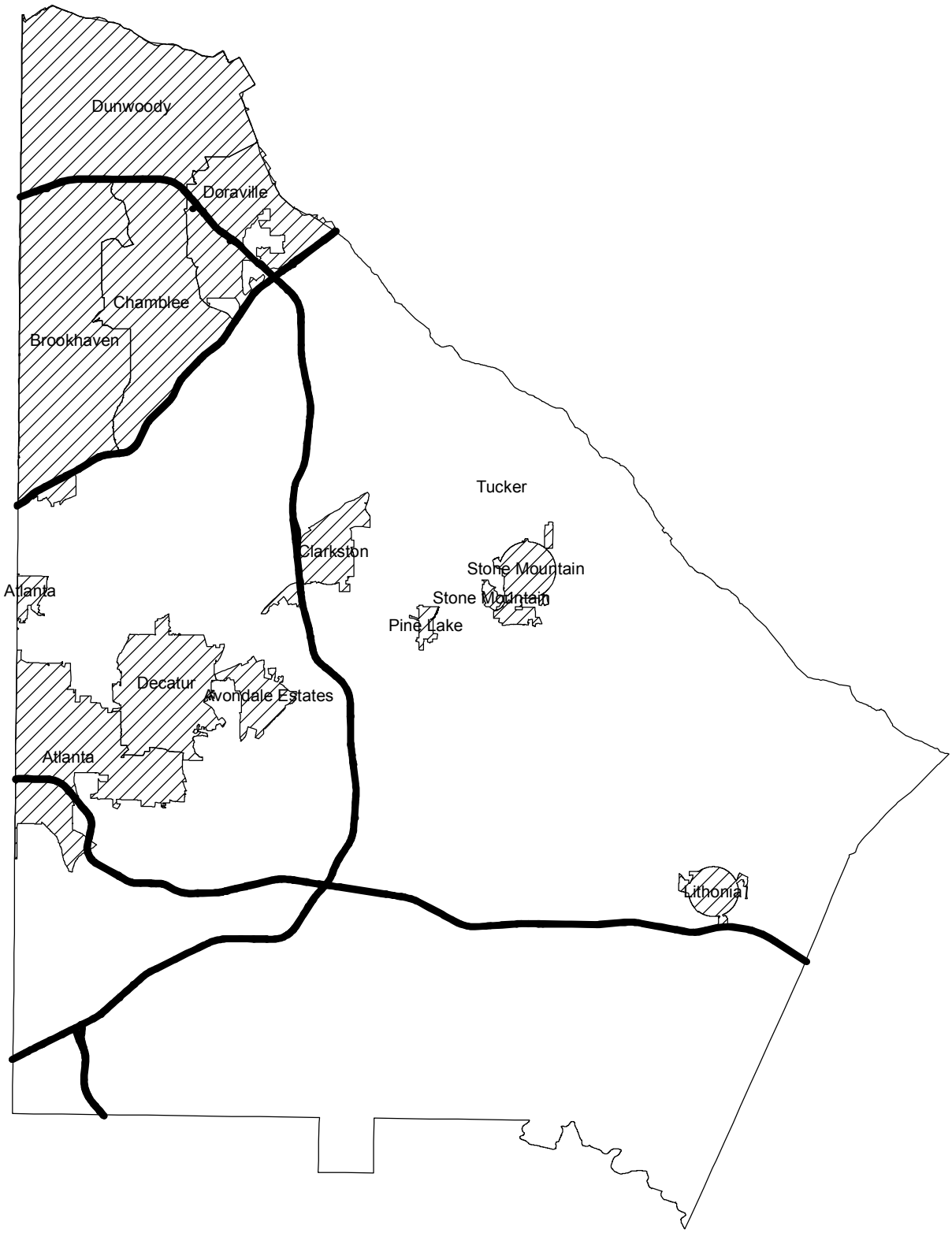
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Solicitor



Department of Planning & Sustainability **Long Range Planning**

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Solicitor

Legend

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Local Government Attorney***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

☐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*
All Cities	General Fund
DeKalb County	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

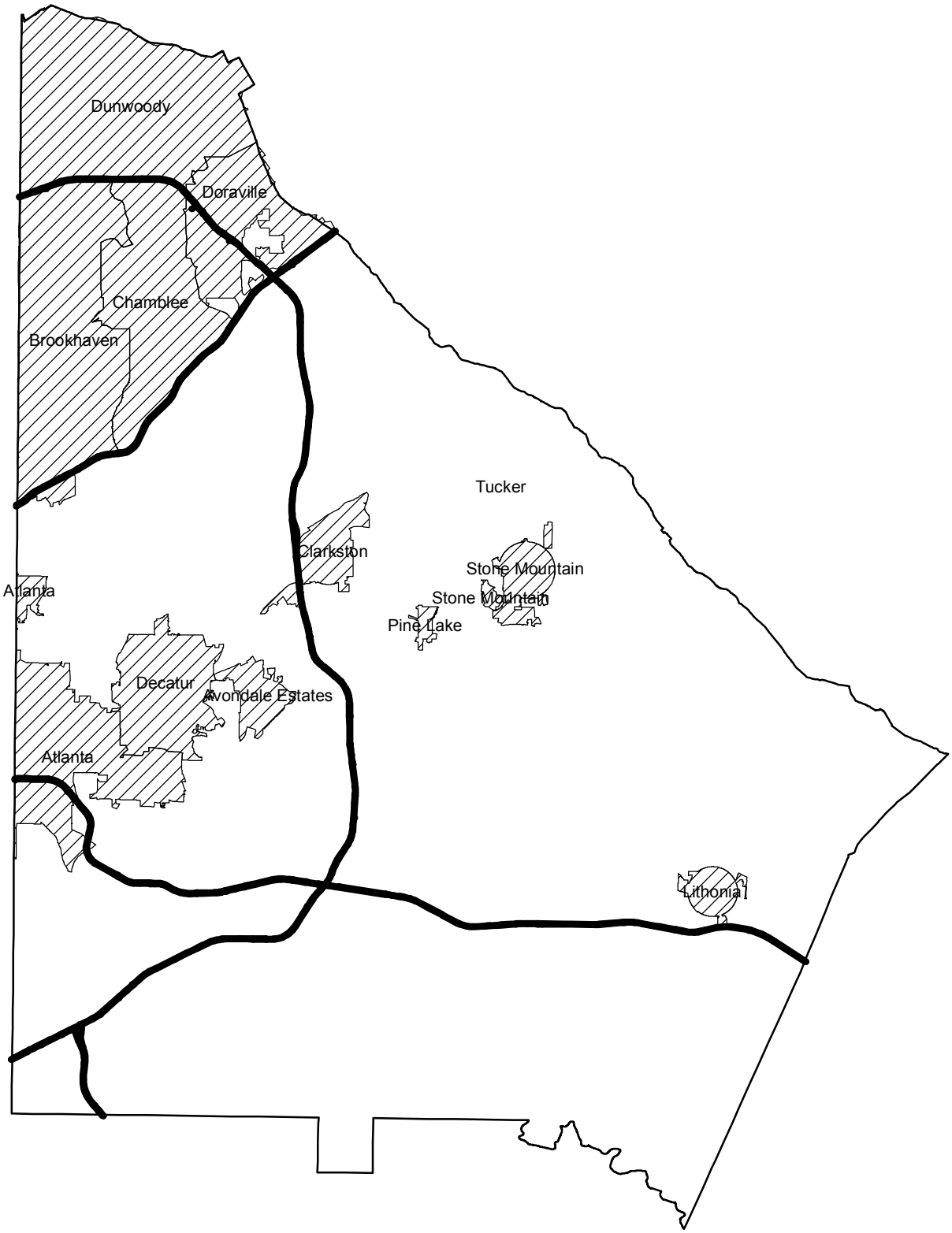
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Local Government Attorney



Department of Planning & Sustainability **Long Range Planning**

Local Government Attorney

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Legend

Municipality Provides Service

DeKalb County Provides Service

PUBLIC SAFETY SERVICES

Explanation of Police Basic and Non-Basic Services

The DeKalb County Special Services Tax Districts Act, lists that Basic police services are comprised of services performed by the uniform division, traffic unit, park control, criminal investigation division, and crime scene investigation unit of the DeKalb County police department. Non-basic police services are performed by the aerial support unit, SWAT team, bomb squad unit, intelligence and permits, K-9 division, gang task force, drug task force and homeland security division (emergency management) of the DeKalb County police department. Based on the matrix listed included as "Attachment B" the basic police services will be provided to the cites of Avondale Estates (with direct cost assistance), Clarkston (with direct cost assistance), Lithonia(with direct cost assistance), and Pine Lake (with direct cost assistance). Non basic police services will be provided by DeKalb County to the cites of Avondale Estates, Chamblee, Clarkston, Decatur (with direct cost assistance), Lithonia, Pine Lake, and Stone Mountain. The cities of Atlanta, Brookhaven, Chamblee, Decatur, Doraville, Dunwoody, and Stone Mountain will provide its own basic police services. The cities of Atlanta, Brookhaven, Doraville, and Dunwoody will provide its own non basis police services.

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section III. 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:DEKALB COUNTY	**Service:*Police (Basic)***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

☐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*
All DeKalb Cities	General Fund and Grants
DeKalb County	Special Tax District and Grants

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

DeKalb County also provides a higher level of service for City of Pine Lake & City of Lithonia

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

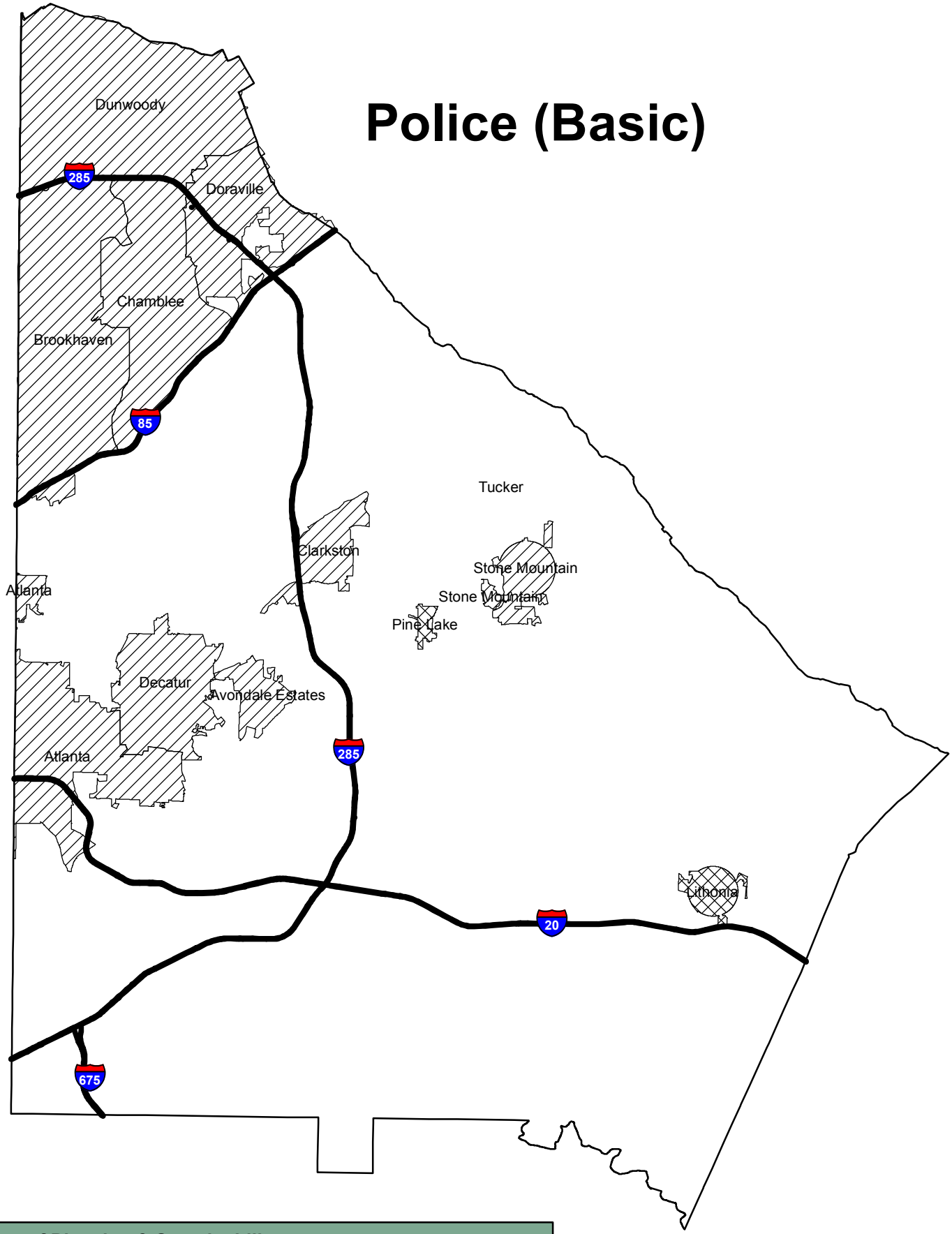
See HB 1508; DeKalb County Special Service Tax District Act. (Located in the Appendix, pg. 541)

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Police (Basic)



Department of Planning & Sustainability - Long Range Planning

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Police (Basic)

- Municipality Provides Service
- Service Overlap Between DeKalb County and City
- DeKalb County Responsible for Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Police (Non-Basic)***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**

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*
DeKalb County	Special Tax District and Grants
Atlanta	General Fund
Avondale Estates, Brookhaven	Special Tax District and Grants
Chamblee, Clarkston, Decatur	Special Tax District and Grants
Doraville, Dunwoody, Lithonia	Special Tax District and Grants
Pine Lake, Stone Mountain	Special Tax District and Grants

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

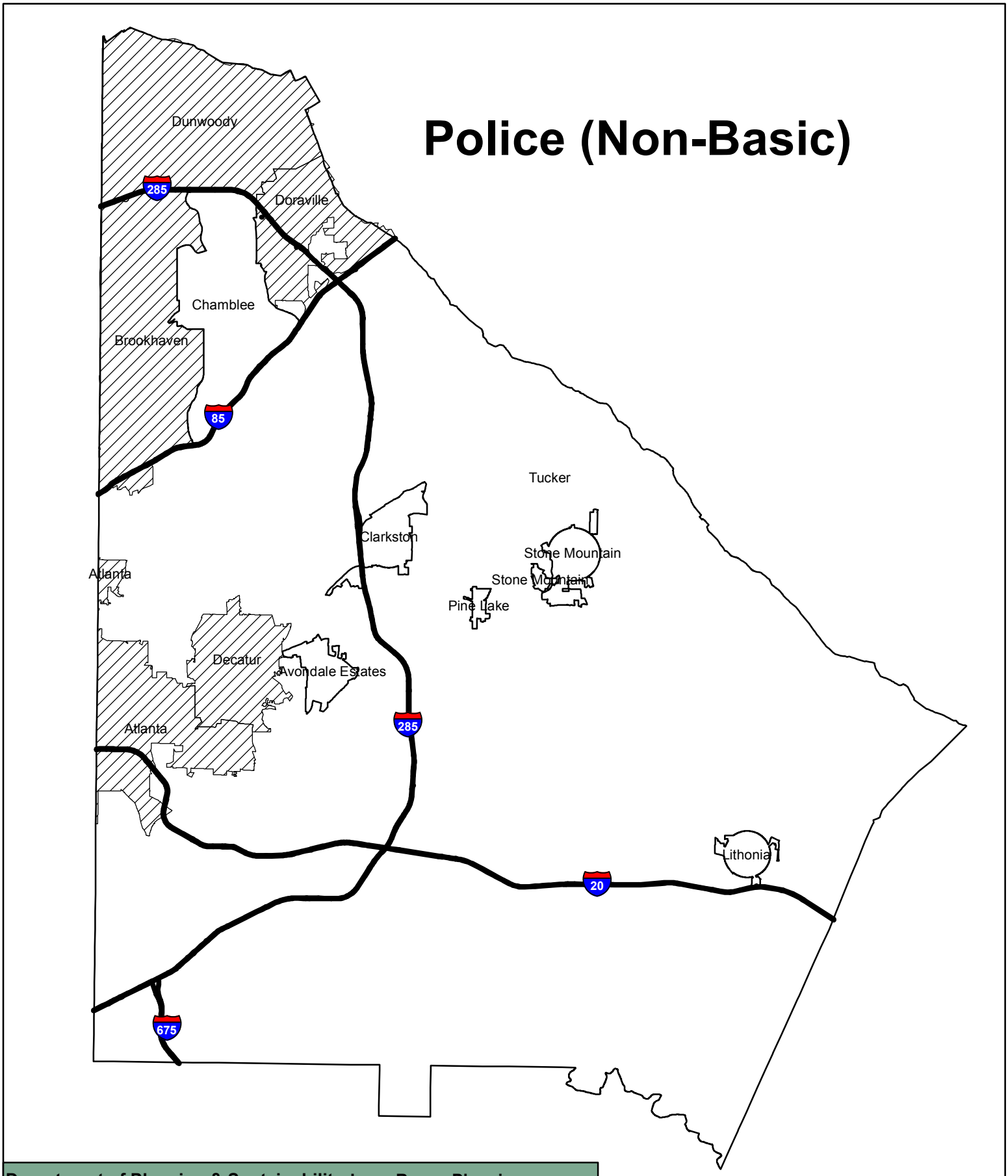
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Resolution to Levy Taxes for 2016 and table. Located in Appendix, pg. 743

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning

Police (Non-Basic)

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Legend

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Animal Control***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, DeKalb County Board of Public Health (by IGA for the City of Atlanta), Chamblee, Decatur, and Doraville.**

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*
*Cities of: Avondale Estates, Lithonia,	General Fund
Brookhaven, Clarkston, Dunwoody,	General Fund
Pine Lake, and Stone Mountain.	General Fund
*DeKalb County -	General Fund
*Cities of Atlanta, Chamblee,	General Fund
Decatur, and Doraville.	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Resolution / DeKalb Co. BOC	All cities except for Atlanta and Decatur	1999 - year to year
IGA-Animal Control	City of Atlanta and DeKalb County Board of Health	6/27/2012 - year to year

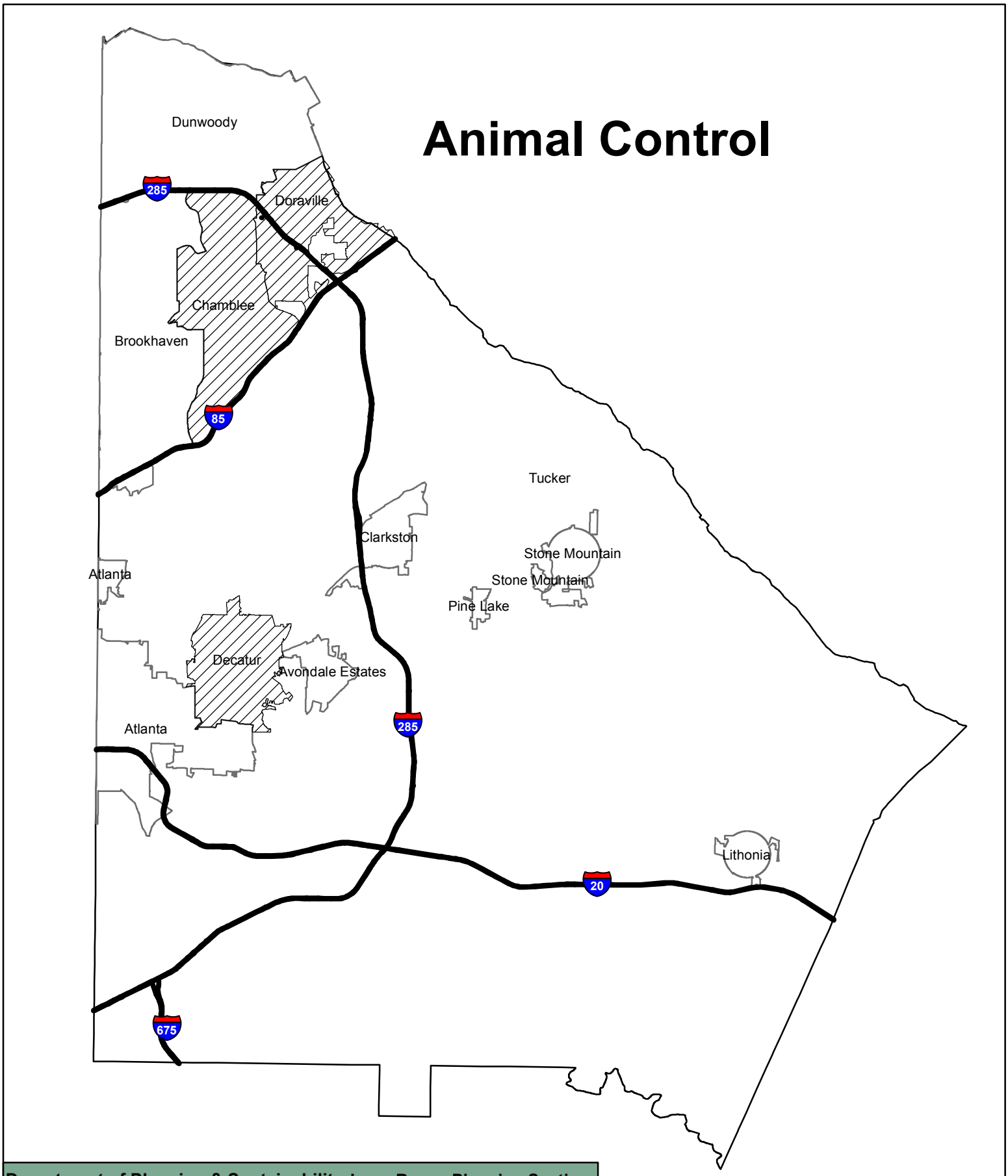
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Property Taxes.
DeKalb County Code of Ordinances, Chapter 5
City of Atlanta Code of Ordinances, Chapter 18

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning Section

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Animal Control

Legend

- DeKalb County Provides Service
- Municipality Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Medical Examiner***

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

☒ 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.):**DeKalb County**

☐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.):

☐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:

☐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.):

☐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*
DeKalb County	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

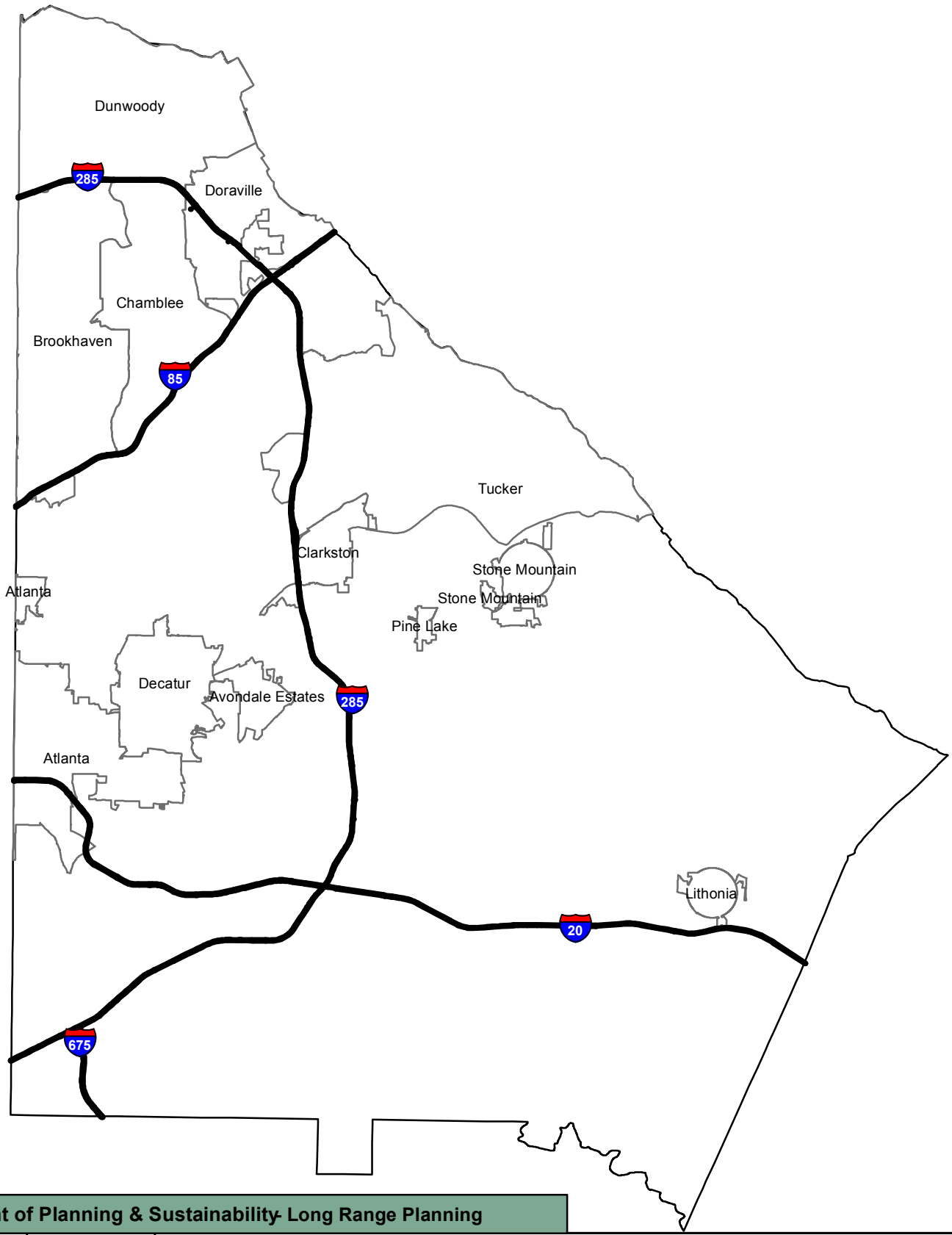
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Medical Examiner



Department of Planning & Sustainability - Long Range Planning

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Medical Examiner

Legend

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Emergency Management***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of: Decatur, Doraville**

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*
DeKalb County	General Fund
Decatur, Doraville	General Fund

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

DeKalb County provides a higher level of service for the cities of Decatur and Doraville.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

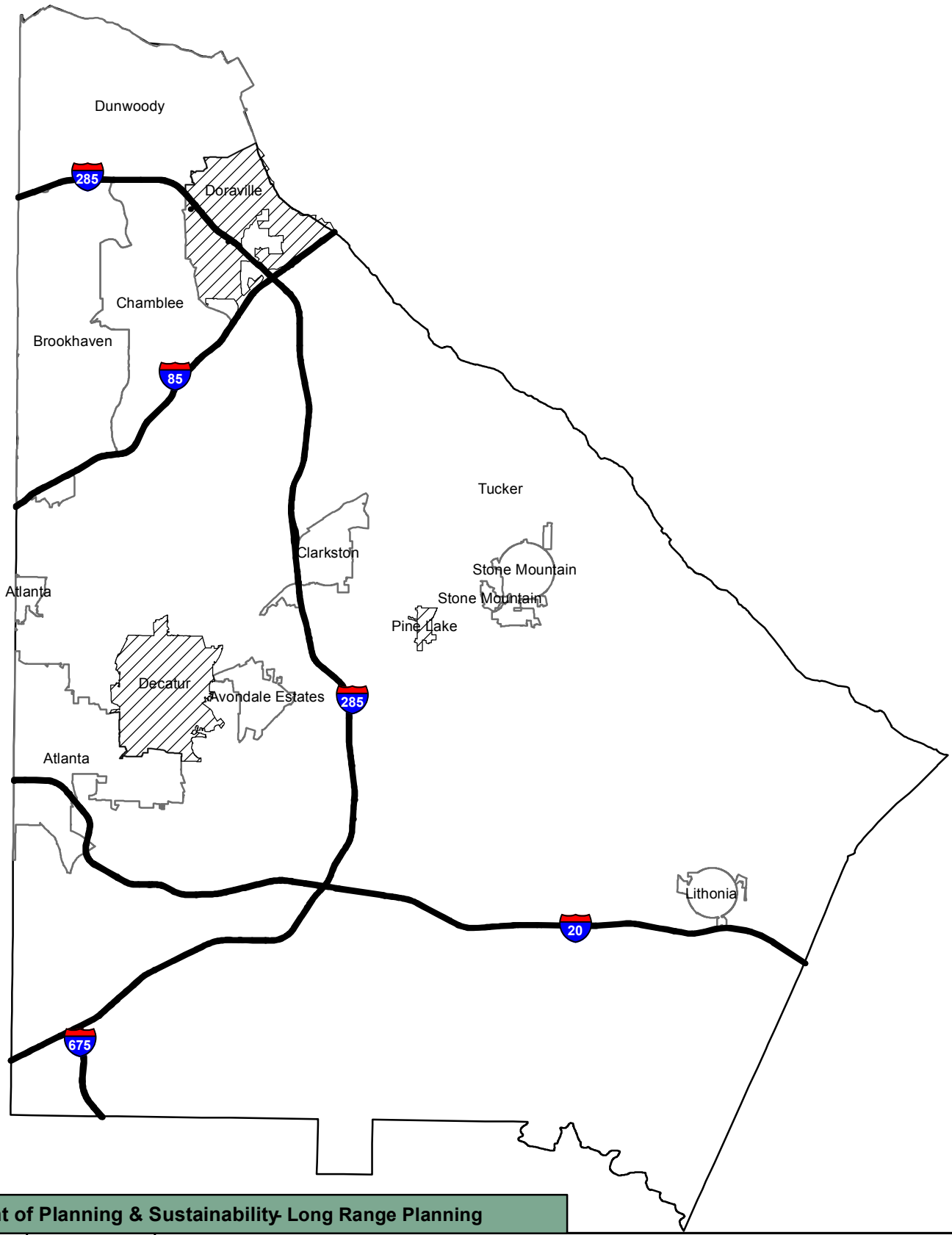
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Emergency Management



Department of Planning & Sustainability - Long Range Planning

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Emergency Management

Legend

DeKalb County Provides Service

Overlap in Service Provided by DeKalb County and City

FIRE

The County levies property taxes in the cities of Avondale Estates, Brookhaven, Chamblee, Clarkston, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain for the purpose of providing fire protection. This includes fire suppression, prevention, plan review and inspection services in the cities listed above however fire prevention in the City of Chamblee is done by separate agreement. The County's Resolution to Levy Taxes for the year 2010 is attached hereto as Exhibit A.

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 III. 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:DEKALB COUNTY	**Service:*Fire & Rescue***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, and the City of Decatur.**

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*
DeKalb County	Special Fire Tax District
Cities of Atlanta & Decatur	General Fund
Chamblee, Clarkston, Brookhaven	Special Fire Tax District
Doraville, Dunwoody, Lithonia	Special Fire Tax District
Pine Lake, Stone Mountain	Special Fire Tax District

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

Fire Protection changed to two separate services: 1.) Fire & Rescue & 2.) Fire Prevention/Marshal to adequately capture the delivery of services in the county.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Intergovernmental Agreement	DeKalb County with Chamblee (inspections)	1/01/69 - year to year
IGA-Fire Rescue Services	Brookhaven & DeKalb County	01/01/2013 - year to year
IGA-Fire Rescue Services	Dunwoody & DeKalb County	1/01/2009 - year to year

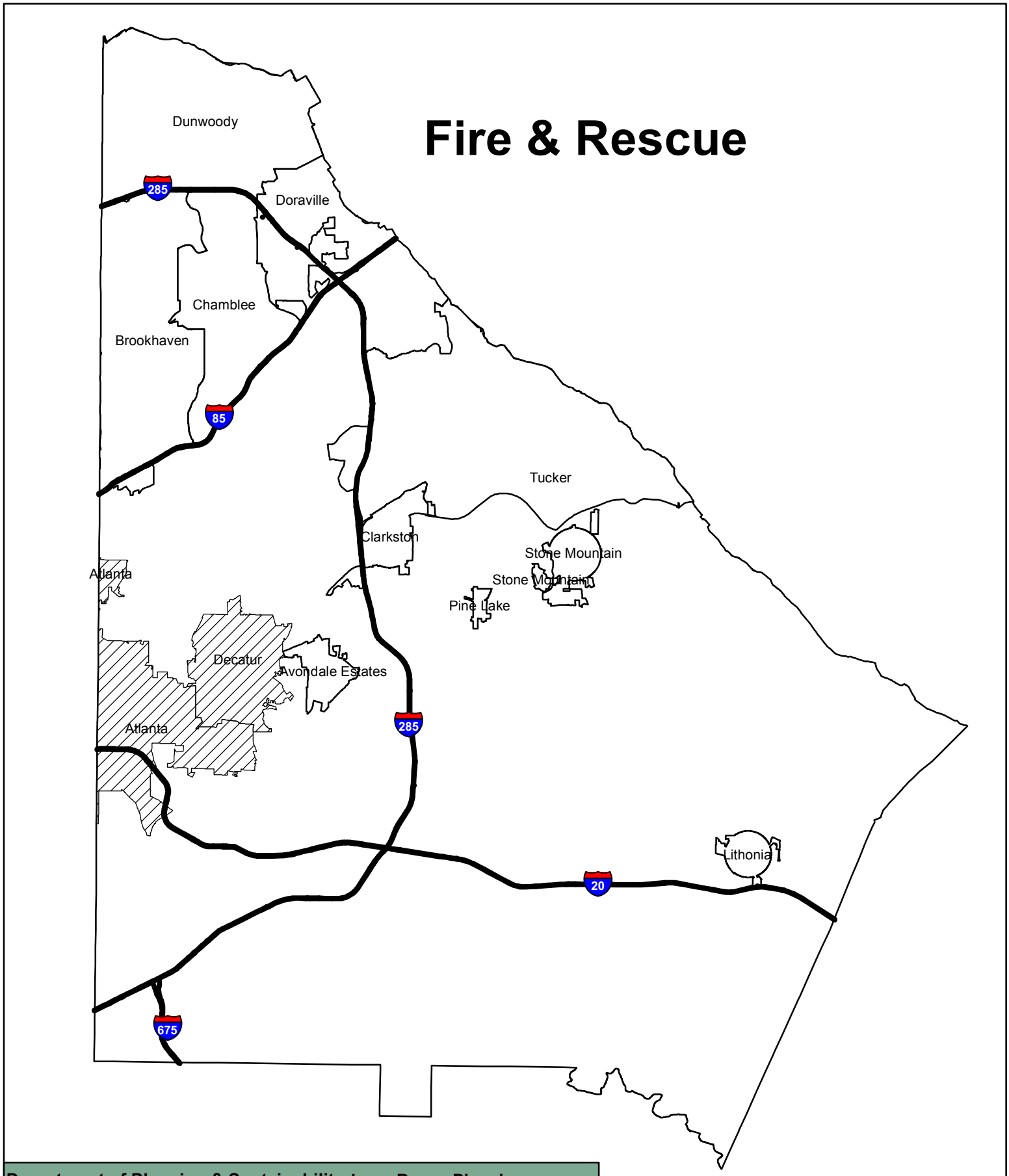
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

IG Resolution to levy taxes 2016; Avondale, Chamblee, Clarkston, Doraville, Dunwoody, Stone Mountain, Lithonia, Pine Lake. Resolution / DeKalb Co. BOC, between all cities except for Atlanta, Decatur, and Brookhaven.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning

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Fire & Rescue

Legend

- Municipality provides service
- DeKalb County provides service

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 III. 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:DEKALB COUNTY	**Service:*Fire Prevention/Marshal***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, and the City of Decatur.**

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*
DeKalb County	Special Fire Tax District
Cities of Atlanta & Decatur	General Fund
Brookhaven, Chamblee, Clarkston	Special Fire Tax District
Doraville, Dunwoody, Lithonia	Special Fire Tax District
Pine Lake, Stone Mountain	Special Fire Tax District

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

Fire Protection changed to two separate services: 1.) Fire & Rescue & 2.) Fire Prevention/Marshal to adequately capture the delivery of services in the county.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Intergovernmental Agreement	DeKalb County with Chamblee (inspections)	1/01/69 - year to year
IGA-Fire Rescue Services	Brookhaven & DeKalb County	01/01/2013 - year to year

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?

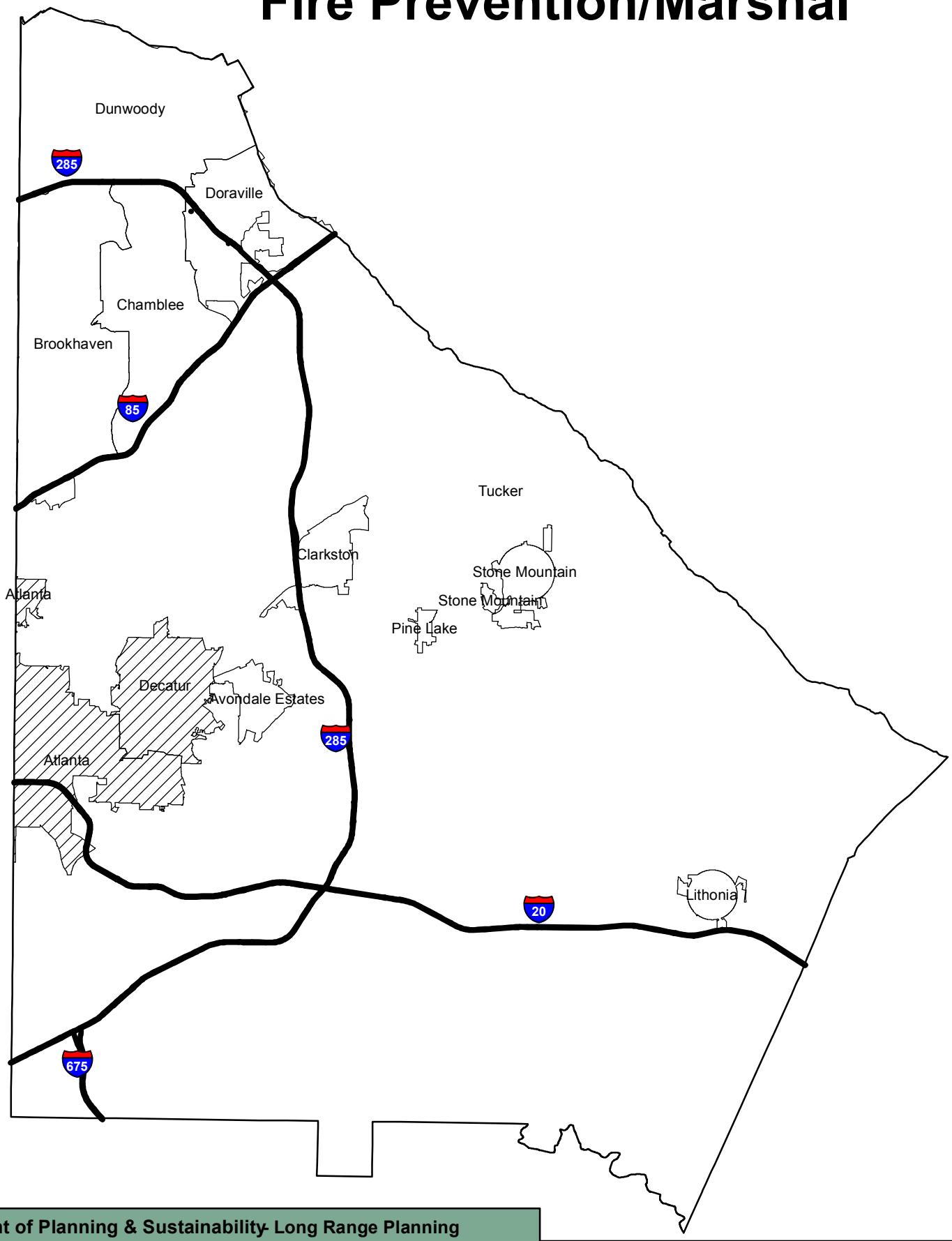
IG Resolution to levy taxes 2016; Avondale, Chamblee, Clarkston, Doraville, Dunwoody, Stone Mountain, Lithonia, Pine Lake. Resolution / DeKalb Co. BOC, between all cities except for Atlanta, Decatur, and Brookhaven.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Fire Prevention/Marshal



Department of Planning & Sustainability - Long Range Planning

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Fire Prevention/Marshal

Legend

- Municipality Provides Service
- DeKalb County Provides Service

EMS, 911/DISPATCH, and RADIO SYSTEM

The County levies property taxes in the cities of Avondale Estates, Chamblee, Clarkston, Decatur, Lithonia, Pine Lake, and Stone Mountain for the provision of police protection. This includes EMS, 911/Dispatch Services where applicable. The County also receives the statutory 911 fee that is assessed on users by the telephone company for all cities except Atlanta, Chamblee, Decatur, and Dunwoody.

In exchange for these taxes and fees, the County provides 911/Dispatch services for the cities of Avondale Estates, Clarkston, Lithonia, Pine Lake, and Stone Mountain. The County maintains a Radio System to direct calls for 911 service that are within a city jurisdiction to the applicable city police department for response and dispatch coordination. The County performs Dispatch services for the cities of Clarkston, Avondale Estates, Pine Lake, and Lithonia (on a limited basis). EMS services are provided county-wide. A copy of the County's Resolution to Levy Taxes for the Year 2016 is attached hereto Exhibit D.

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 III. 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:DEKALB COUNTY	**Service:*EMS***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, and the City of Decatur.**

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*
DeKalb County	Special Fire Tax District
Cities of Atlanta & Decatur	General Fund
Brookhaven, Chamblee, Clarkston	Special Fire Tax District
Doraville, Dunwoody, Lithonia	Special Fire Tax District
Pine Lake, Stone Mountain	Special Fire Tax District

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Intergovernmental Agreement	DeKalb County with Chamblee (inspections)	1/01/69 - year to year
IGA-Fire Rescue Services	Brookhaven & DeKalb County	01/01/2013 - year to year

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?

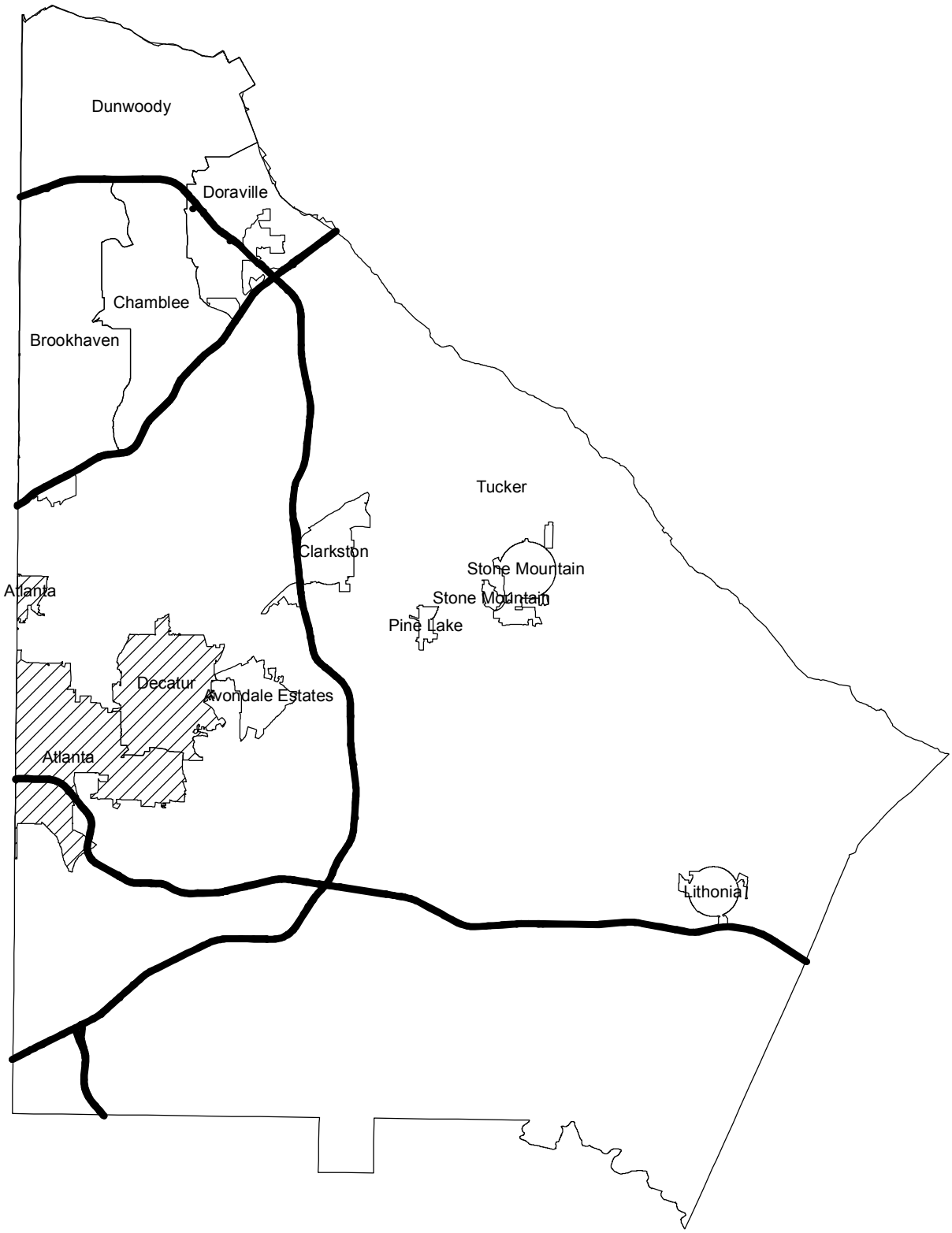
IG Resolution to levy taxes 2016; Avondale, Chamblee, Clarkston, Doraville, Dunwoody, Stone Mountain, Lithonia, Pine Lake. Resolution / DeKalb Co. BOC, between all cities except for Atlanta, Decatur, and Brookhaven.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

EMS



Department of Planning & Sustainability **Long Range Planning**

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EMS

Legend

Municipality Provides Service

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Sheriff/Jail & Evictions***

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

☒ 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.):**DeKalb County**

☐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.):

☐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:

☐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.):

☐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*
DeKalb County	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

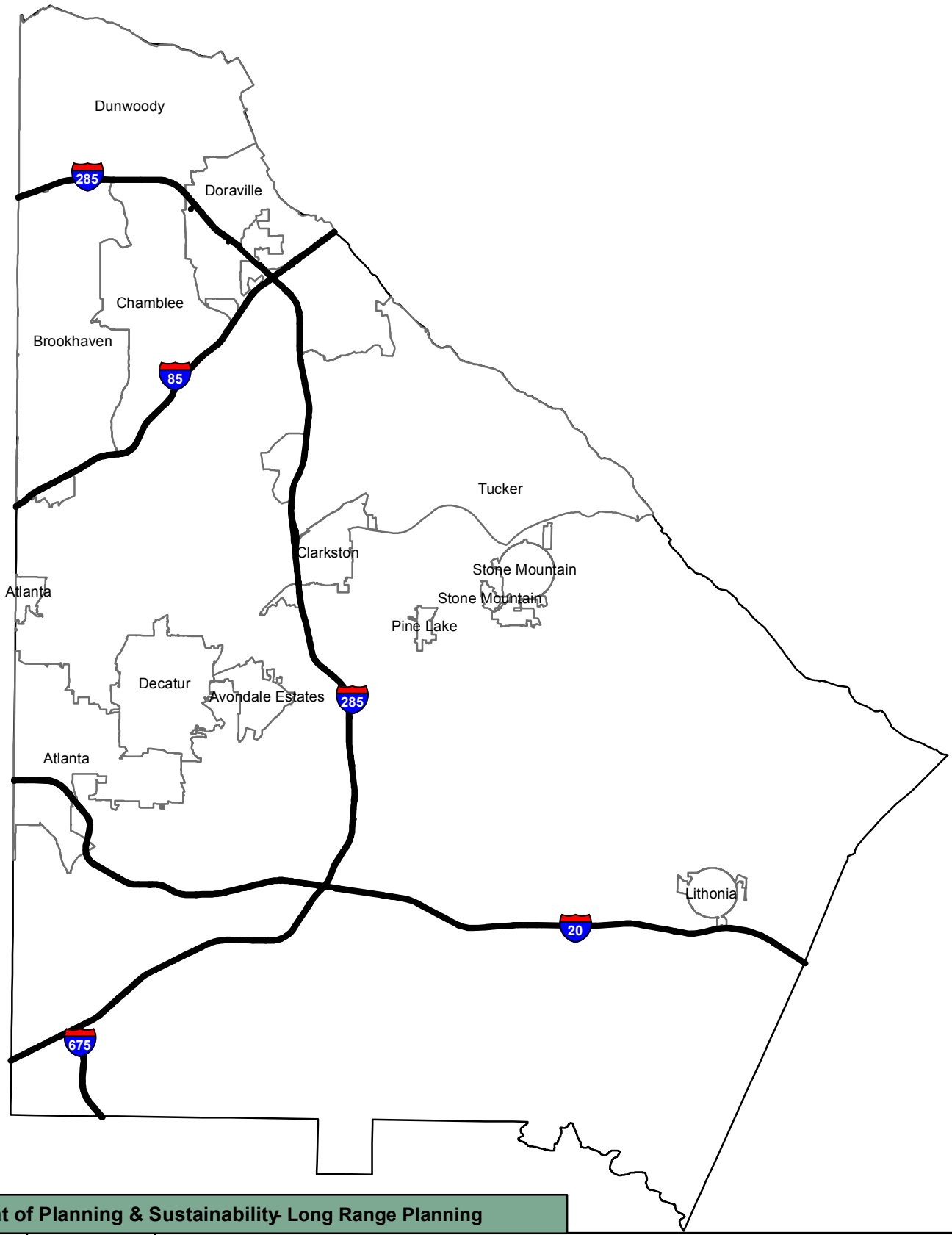
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Sheriff Department Services



Department of Planning & Sustainability - Long Range Planning

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0 2 4 Miles

Sheriff Department Services

Legend

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Marshal/Real Estate & Warrants***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

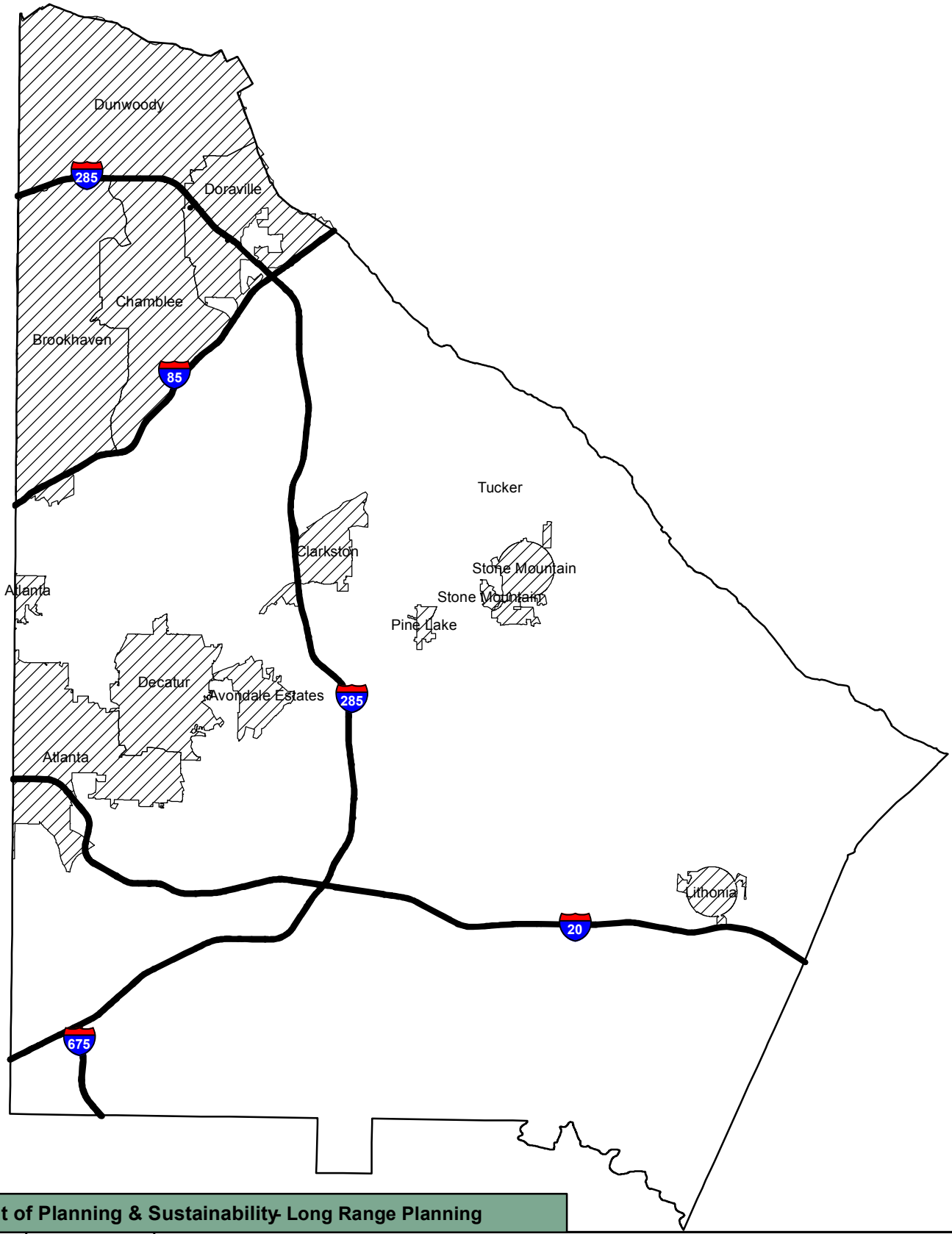
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Marshall/Real Estate & Warrants



Department of Planning & Sustainability - Long Range Planning

N
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0 2 4 Miles

Marshall/Real Estate & Warrants

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*911***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Brookhaven, City of Chamblee, City of Doraville, Chattahoochee 911 Authority (on behalf of City of Dunwoody)**

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*
DeKalb County	User Fees
Cities of Atlanta, Chamblee,	General Fund and User Fees
Decatur, Doraville	General Fund and User Fees
Chattahoochee River 911 Authority	General Fund and User Fees
Clarkston, Lithonia, Pine Lake	General Fund and User Fees
Stone Mountain	General Fund and User Fees

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

City of Dunwoody provides it's own service through it's agreement with Chattahoochee River 911 Authority

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Resolutions/DeKalb County	Atlanta, Chamblee, Decatur, & Doraville with	year to year
Board of Commissioners	DeKalb County	

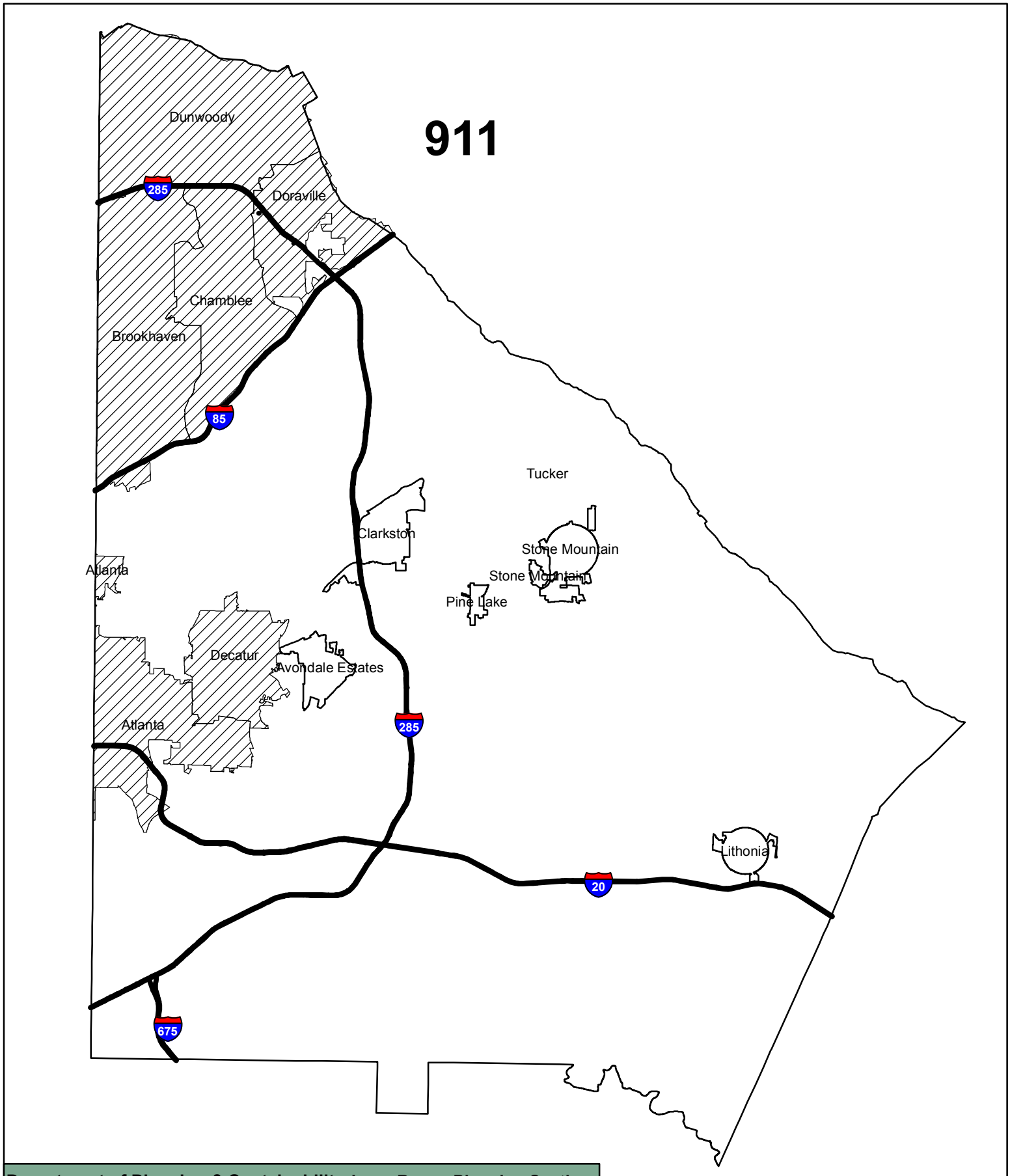
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning Section

N
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0 1.5 3 Miles

911

Legend

Municipality Name

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Dispatch***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Brookhaven, City of Chamblee, City of Doraville, Chattahoochee 911 Authority (on behalf of City of Dunwoody)**

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*
DeKalb County	User Fees
Cities of Atlanta, Chamblee,	General Fund and User Fees
Decatur, Doraville	General Fund and User Fees
Chattahoochee River 911 Authority	General Fund and User Fees
Clarkston, Lithonia, Pine Lake	General Fund and User Fees
Stone Mountain	General Fund and User Fees

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

City of Dunwoody provides it's own service through it's agreement with Chattahoochee River 911 Authority

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Resolutions/DeKalb County	Atlanta, Chamblee, Decatur, & Doraville with	year to year
Board of Commissioners	DeKalb County	

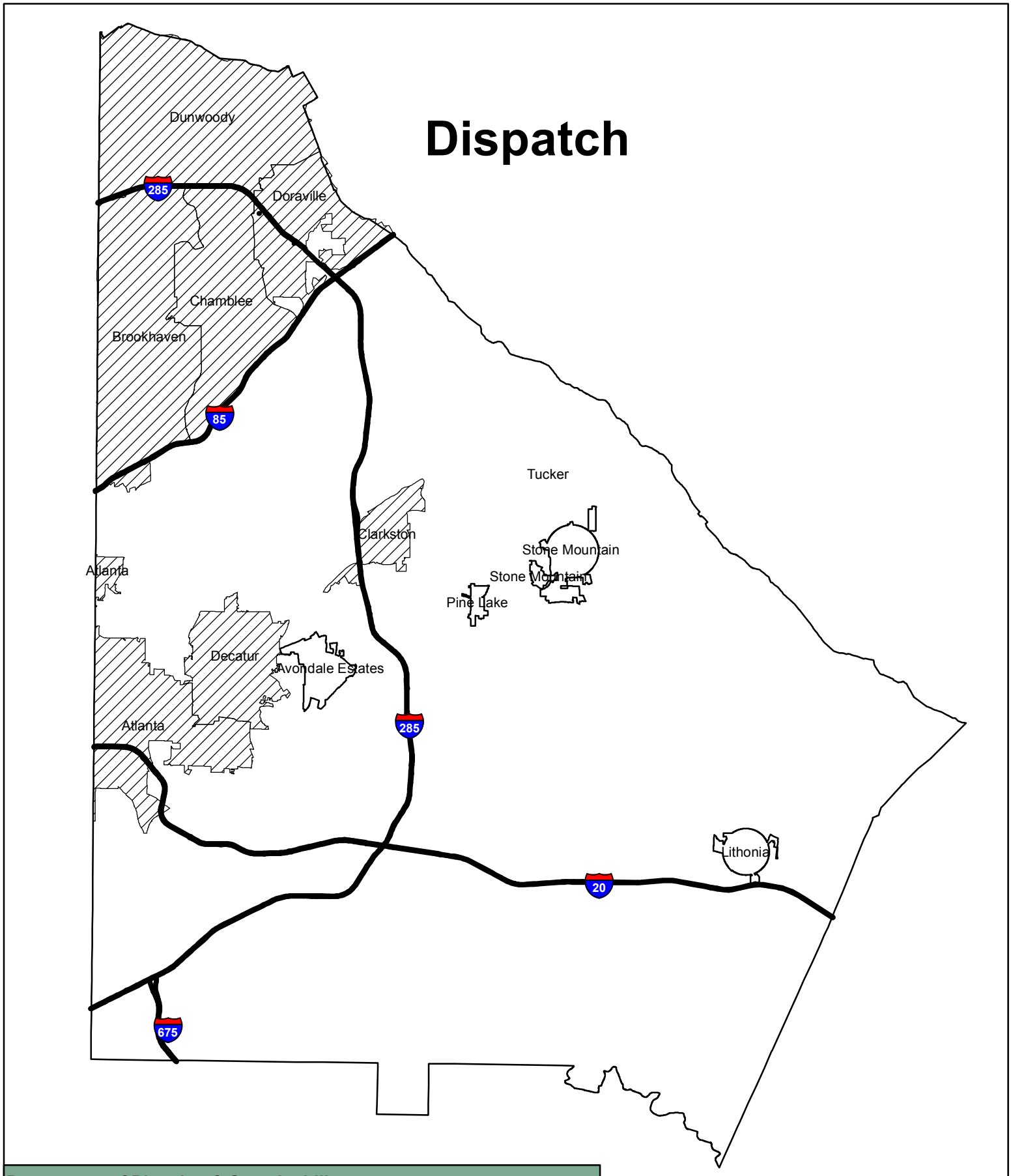
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning Section

N
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0 1.5 3 Miles

Dispatch

Legend

Municipality Name

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Radio System***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

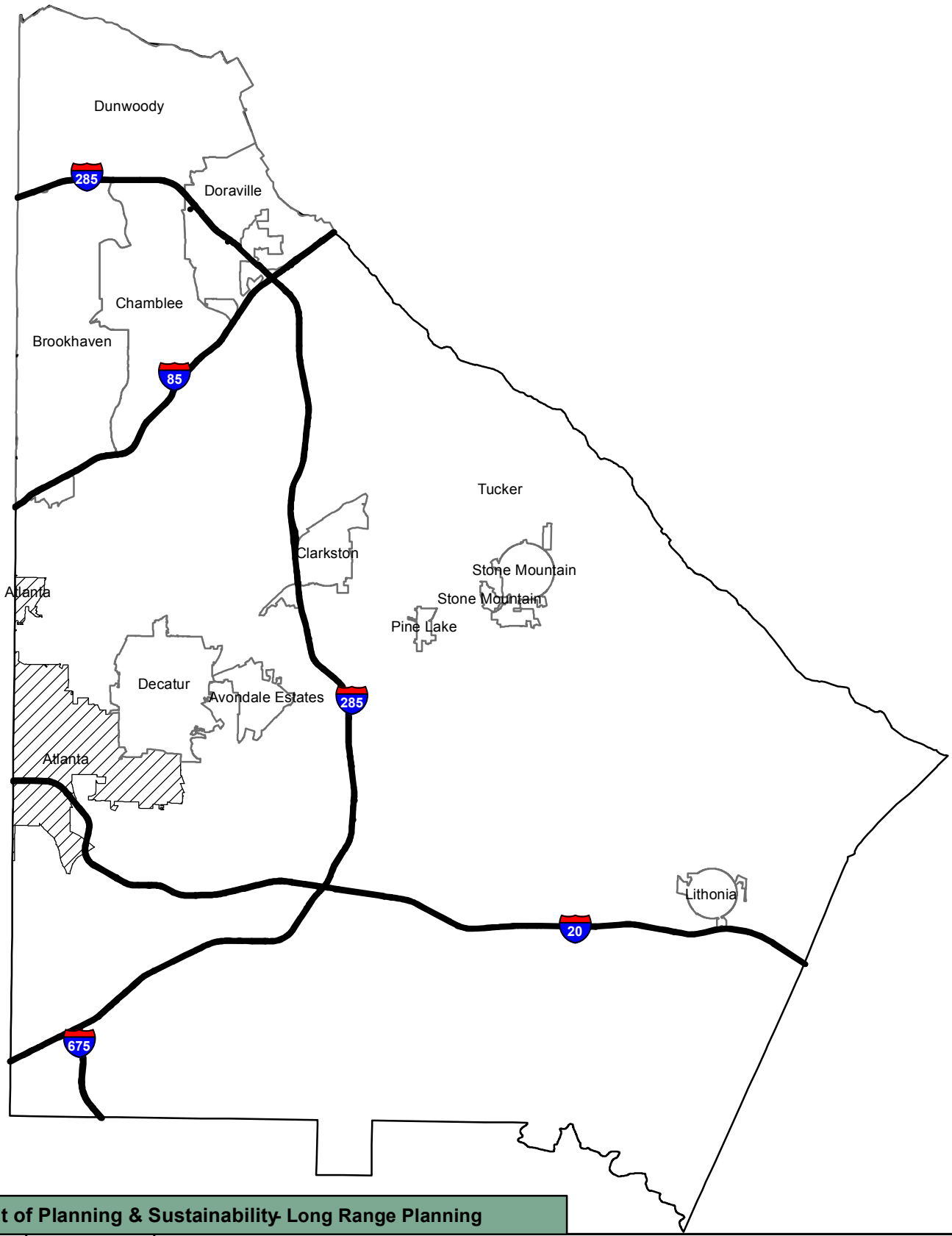
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Radio System



Department of Planning & Sustainability - Long Range Planning

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Radio System

Legend

DeKalb County Provides Service

Municipality Provides Service

PLANNING & DEVELOPMENT SERVICES

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section III. 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:DEKALB COUNTY	**Service:*Plans Review***

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

☐ 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.):

☐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.):

☐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:

☒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.): **Dekalb County, Cities of: Atlanta, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Clarkston	User Fees
Decatur, Doraville, Dunwoody	User Fees
Lithonia, Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

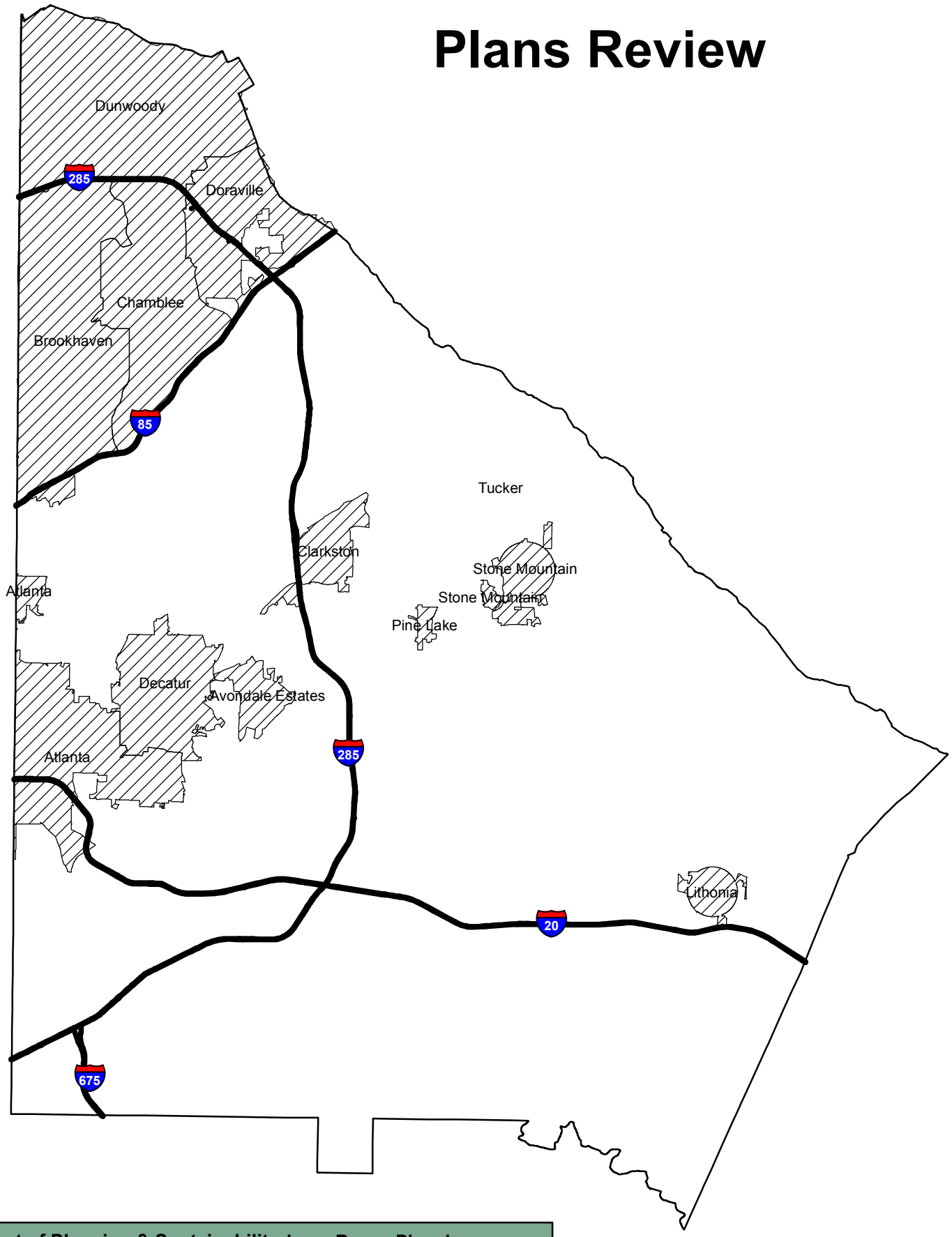
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Plans Review



Department of Planning & Sustainability - Long Range Planning

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Plans Review

Legend

DeKalb County provides service

Municipality Provides Services

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Electrical Inspection***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Clarkston	User Fees
Decatur, Doraville, Dunwoody	User Fees
Lithonia, Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

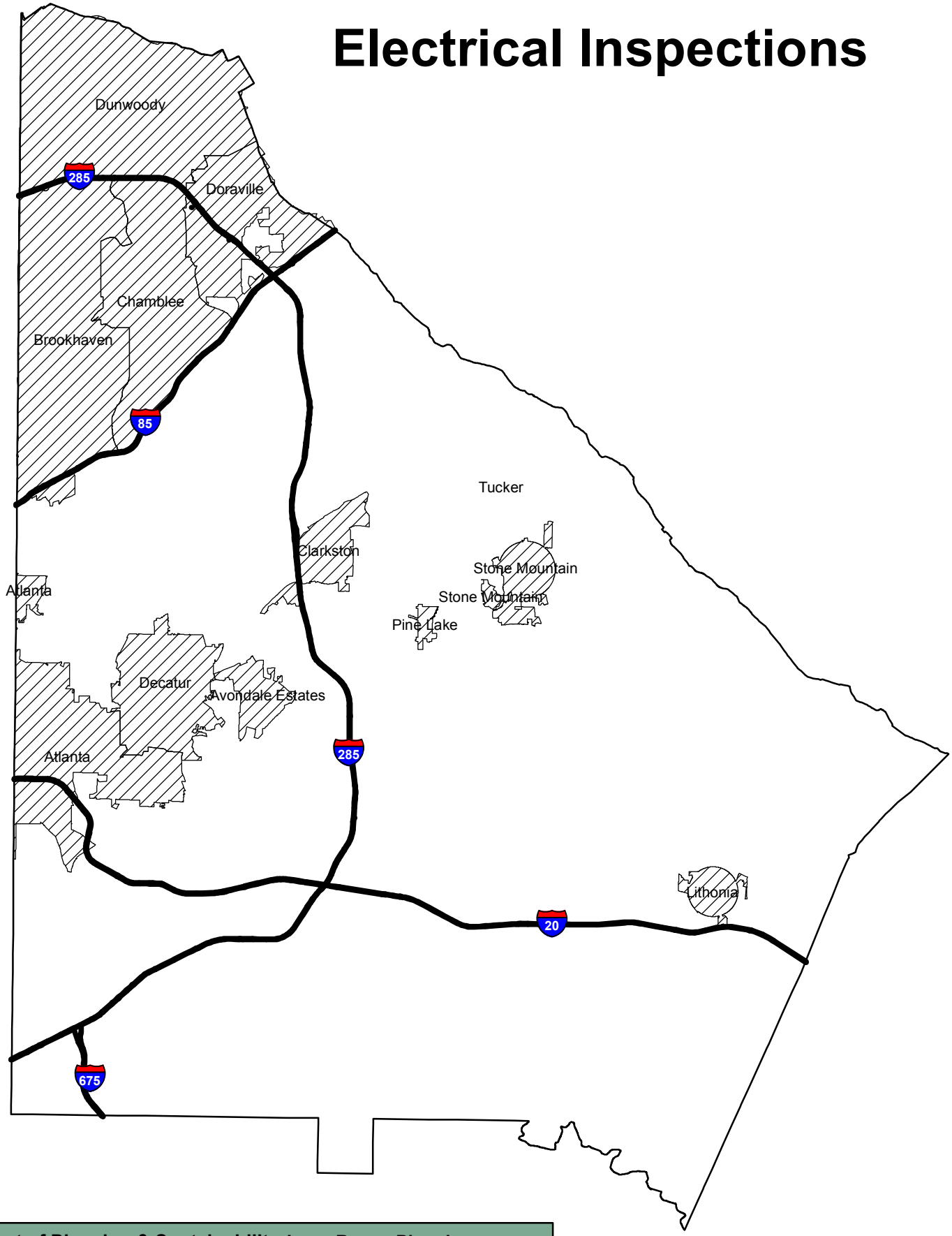
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Electrical Inspections



Department of Planning & Sustainability - Long Range Planning

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Electrical Inspections

Legend

DeKalb County provides service

Municipality Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Building Inspection***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	User Fees
Atlanta, Brookhaven, Chamblee	User Fees
Clarkston, Decatur, Doraville,	User Fees
Dunwoody, Lithonia, Pine Lake	User Fees
Stone Mountain, Avondale Estates	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

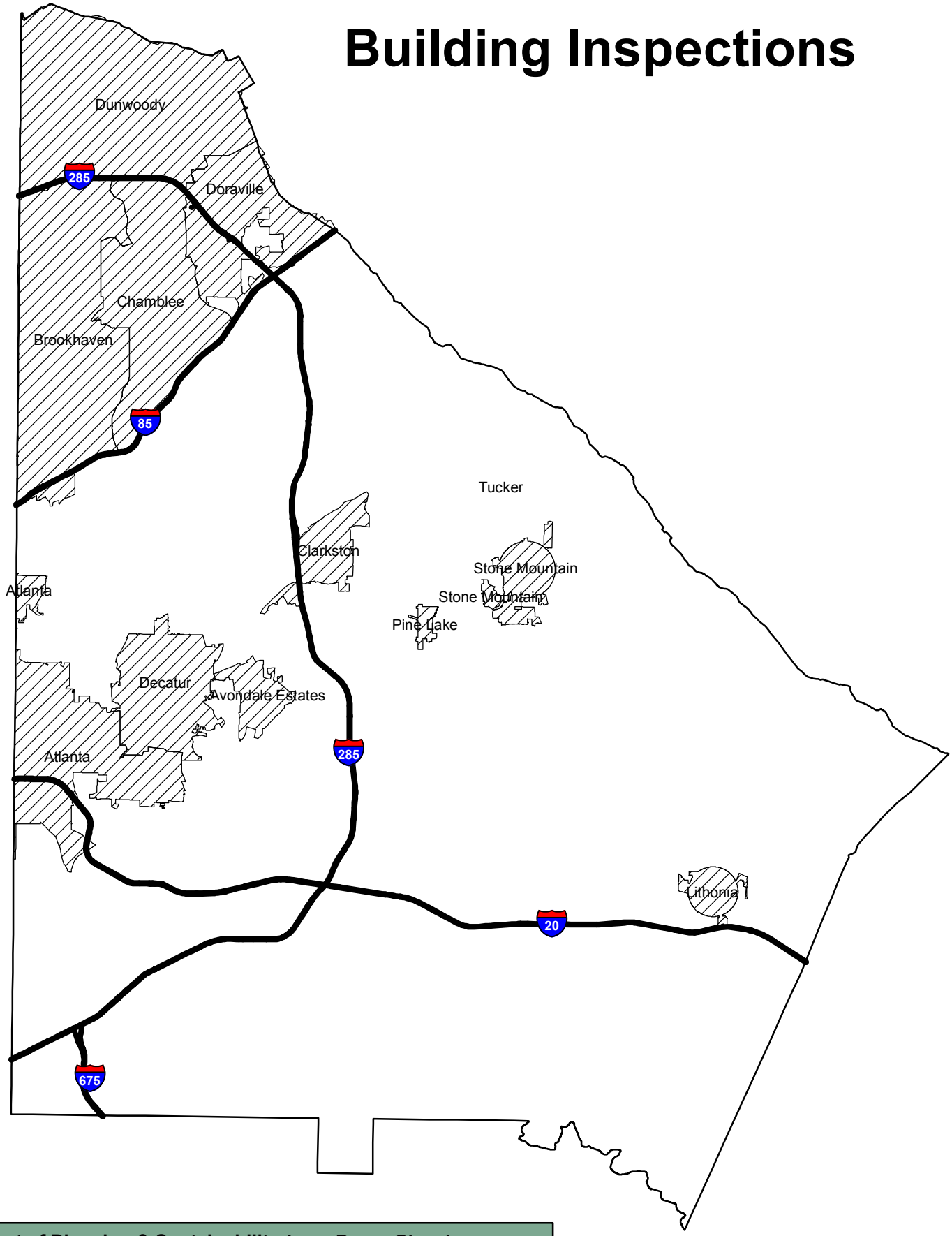
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Building Inspections



Department of Planning & Sustainability - Long Range Planning

N
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0 1.5 3 Miles

Building Inspections

Legend

DeKalb County provides service

Municipality Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Plumbing Inspection***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Clarkston	User Fees
Decatur, Doraville, Dunwoody	User Fees
Lithonia, Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

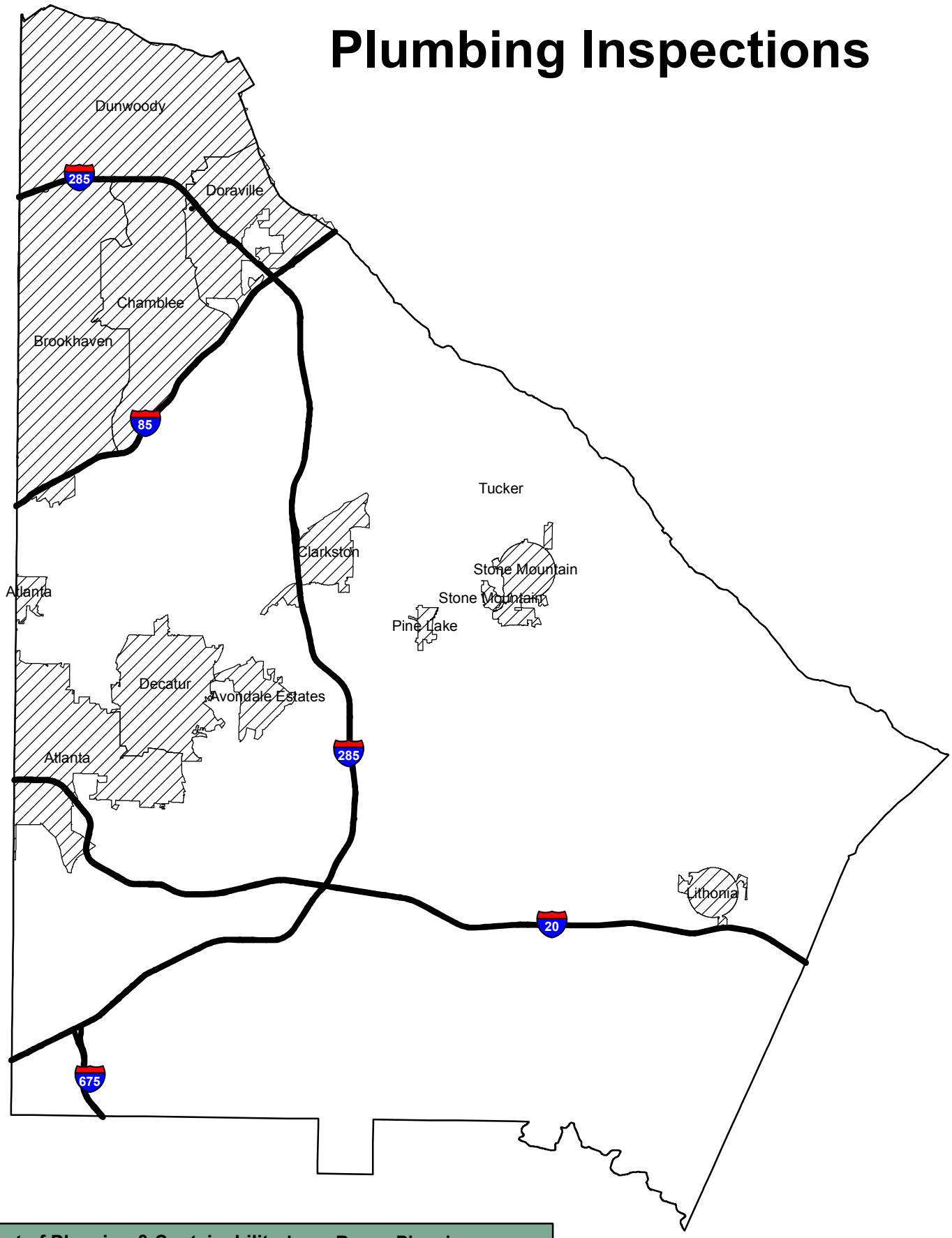
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Plumbing Inspections



Department of Planning & Sustainability - Long Range Planning

N
W E
S

0 1.5 3 Miles

Plumbing Inspections

Legend

DeKalb County provides service

Municipality Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*HVAC Inspection***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Clarkston	User Fees
Decatur, Doraville, Dunwoody	User Fees
Lithonia, Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

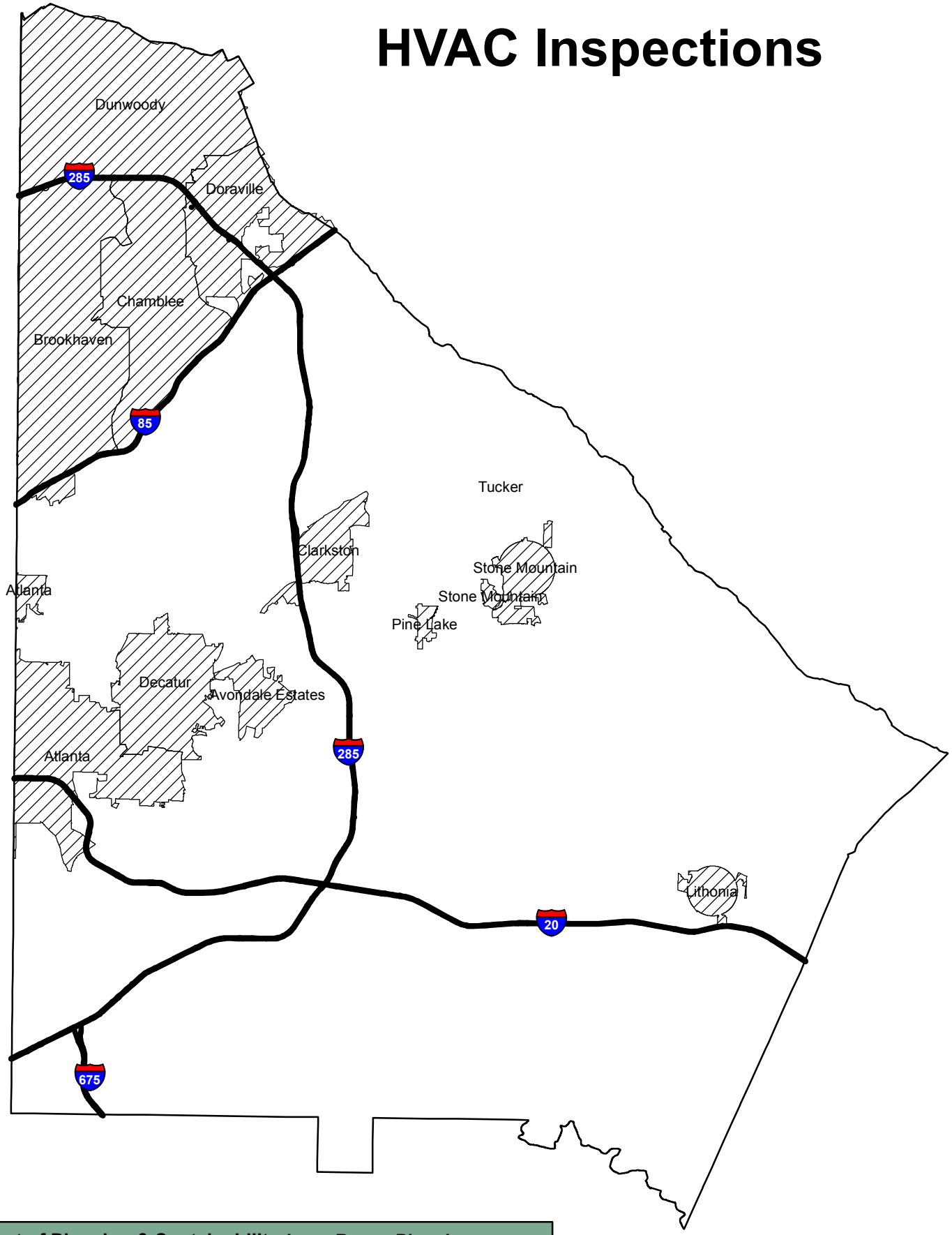
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

HVAC Inspections



Department of Planning & Sustainability - Long Range Planning

N
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0 1.5 3 Miles

HVAC Inspections

Legend

DeKalb County provides service

Municipality Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Land Development Plan Review***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Clarkston	User Fees
Decatur, Doraville, Dunwoody	User Fees
Lithonia, Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

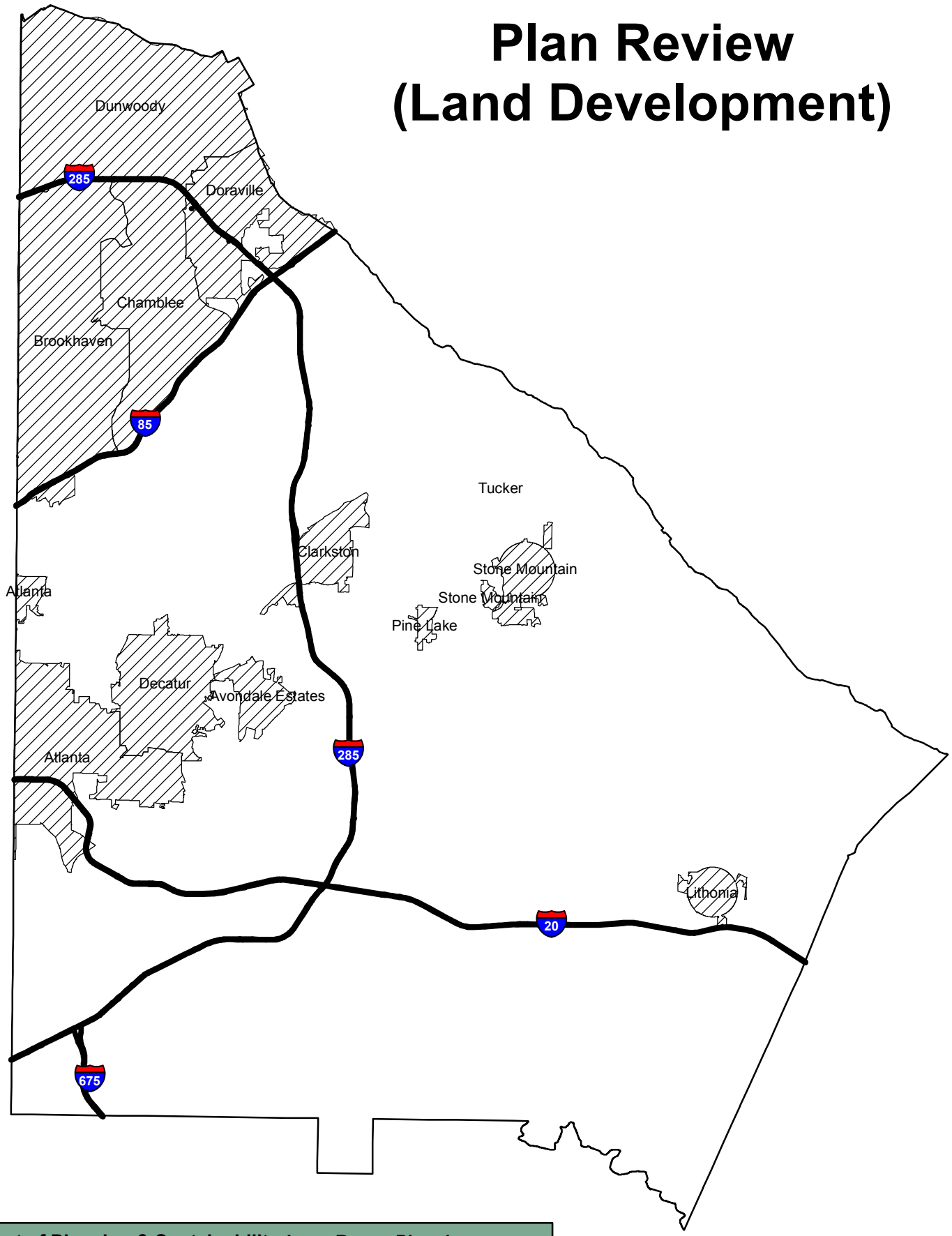
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Plan Review (Land Development)



Department of Planning & Sustainability - Long Range Planning

Plan Review (Land Development)

N
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0 1.5 3 Miles

Legend

Municipality Provides Service

DeKalb County provides service

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Final Plat Processing***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake Stone Mountain**

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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Clarkston	User Fees
Decatur, Doraville, Dunwoody	User Fees
Lithonia, Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

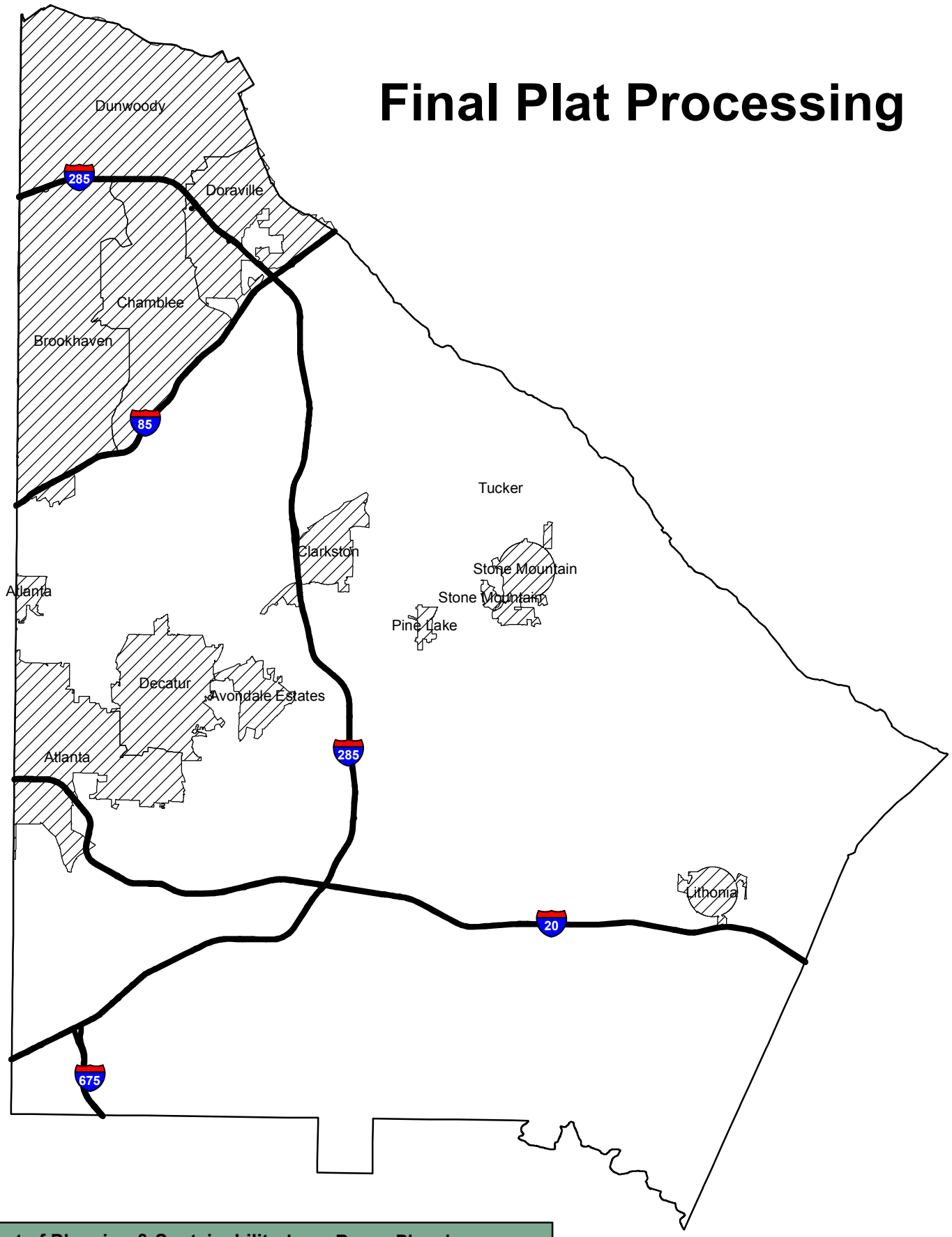
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Final Plat Processing



Department of Planning & Sustainability - Long Range Planning

N
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0 1.5 3 Miles

Final Plat Processing

Legend

Municipality Provides Service

DeKalb County provides service

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Planning and Zoning***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Clarkston	User Fees
Decatur, Doraville, Dunwoody	User Fees
Lithonia, Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

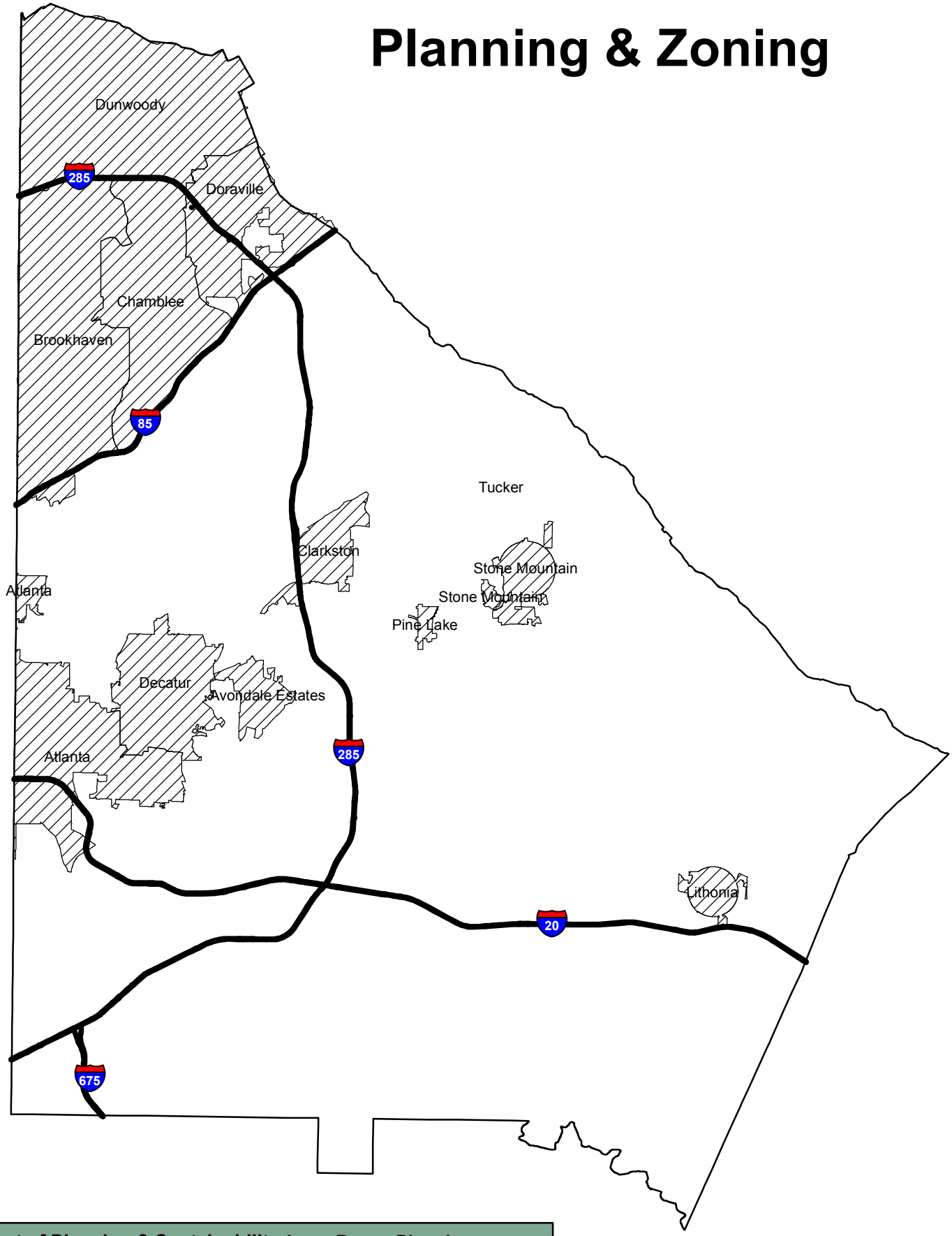
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Planning & Zoning



Department of Planning & Sustainability - Long Range Planning

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W E
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0 1.5 3 Miles

Planning & Zoning

Legend

DeKalb County provides service

Service Provided by Municipality

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Business and Alcohol License***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	User Fees
Atlanta, Avondale Estates	User Fees
Brookhaven, Chamblee, Decatur	User Fees
Doraville, Dunwoody, Lithonia	User Fees
Pine Lake, Stone Mountain	User Fees

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

Business and Alcohol was a part of General Services - Finance. The service has since been transferred to Planning & Development 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*

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

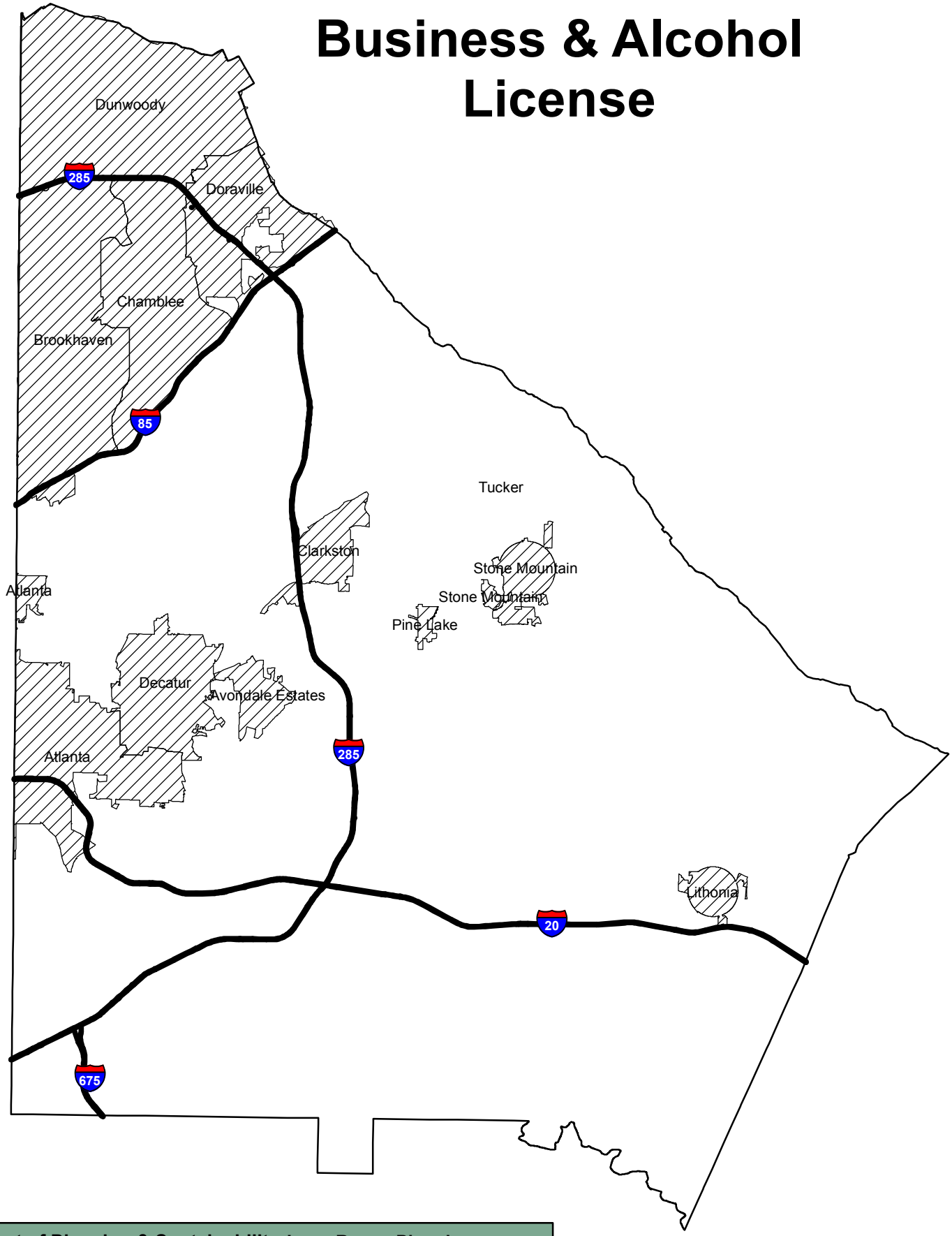
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Business & Alcohol License



Department of Planning & Sustainability - Long Range Planning

Business & Alcohol License

Legend

- DeKalb County provides service
- Service Provided by Municipality

N
W E
S

0 1.5 3 Miles

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Community Development Block Grant (CDBG)***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County	Federal Grant Funds
Chamblee, Clarkston, Decatur,	Federal Grant Funds
Doraville, Lithonia, Stn Mtn	Federal Grant Funds

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
I-G	DeKalb Co. & Chamblee	Per approved project
IGA	DeKalb Co. & Doraville	Per approved project

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?

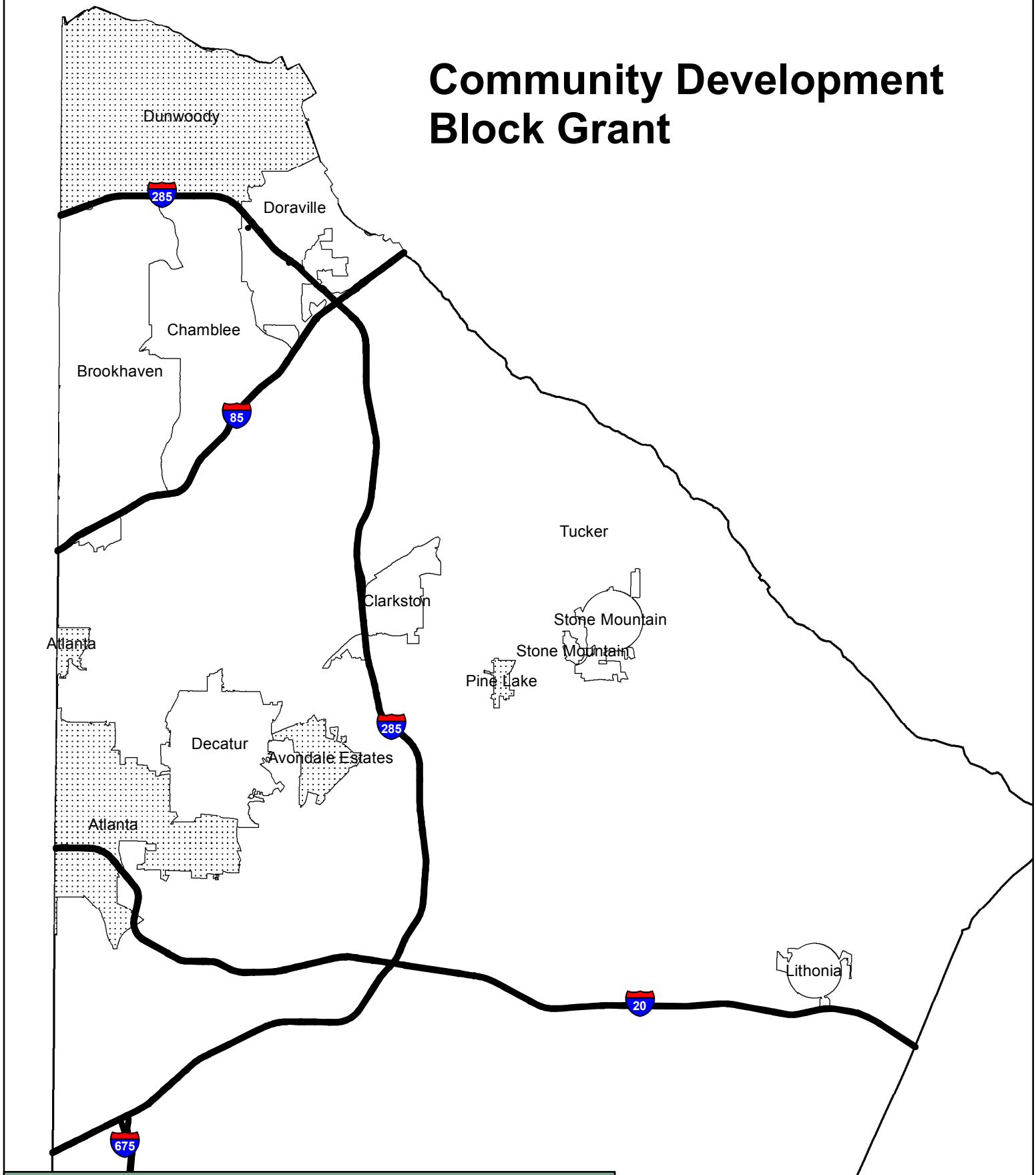
DeKalb has joint agreement with other jurisdictions (Clarkston, Decatur, Lithonia, Stn Mtn) for agreement.
Brookhaven and Dunwoody will directly fund service.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Community Development Block Grant



Department of Planning & Sustainability - Long Range Planning

Community Development Block Grant

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0 1.5 3 Miles

Legend

- Excluded from the CDBG Program
- Participating in DeKalb County CDBG Program

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Community Development - Homelessness***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Lithonia, and City of Stone Mountain.**

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*
DeKalb County-	Federal Funds
Brookhaven, Chamblee, Clarkston	Federal Funds (Cooperative Agreement)
Decatur,	Federal Funds (Cooperative Agreement)
Lithonia, Stone Mountain	General Funds and User Fees
Atlanta, Avondale Estates,	Service provided by municipality

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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?

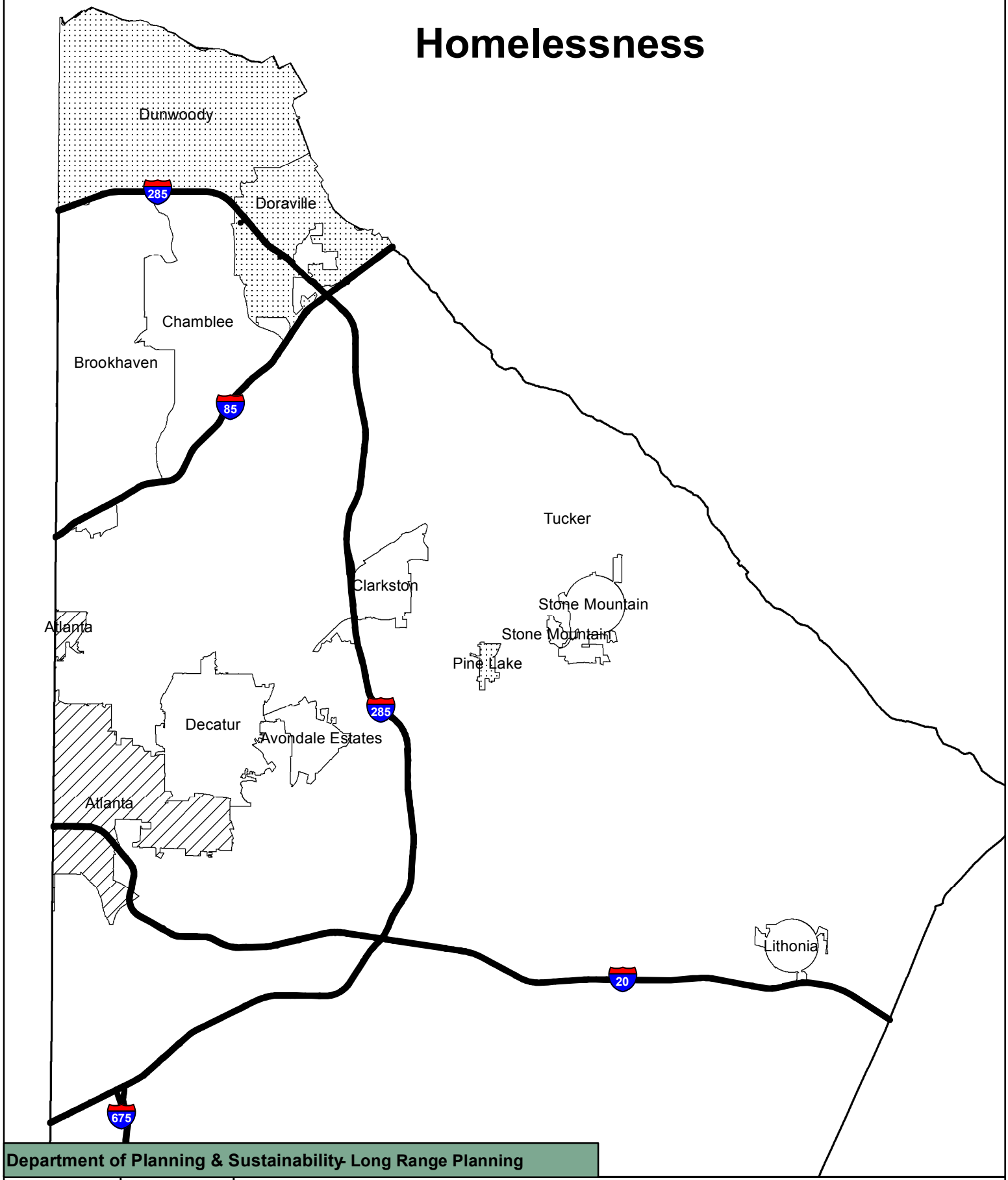
Cooperative Agreements between municipalities and Community Development Department.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Homelessness



Department of Planning & Sustainability - Long Range Planning

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0 1.5 3 Miles

Homelessness

Legend

- Municipality Provides Service
- Participating in DeKalb County Program
- Service Not Available

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 III. 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:DEKALB COUNTY	**Service:*Economic Development***

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

☐ 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.):

☐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.):

☐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:

☒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.): **The Development Authority of DeKalb County (on behalf of DeKalb County for the unincorporated area) and the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain, Atlanta Development Authority, and Urban Residential Finance Authority of the City of Atlanta.**

☐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*
DeKalb County & Cities	General Fund , User Fees, Grants, Special Tax Assessment
Development Authority of DeKalb	Grants, revolving loan funds, DeKalb County Funding Obiligation
Atlanta Development Authority	Bonds, Loans, Grants
Urban Residential Finance Authority	Tax exempt bonds, loans, grants

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Economic Development IGA	Development Authority of DeKalb Co. and DeKalb Co.	1/14/2014-12/31/2018
Économic Development IGA	Atlanta Development Authority & City of Atlanta	
Redevelopment Services IGA	Atlanta Development Authority & City of Atlanta	

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?

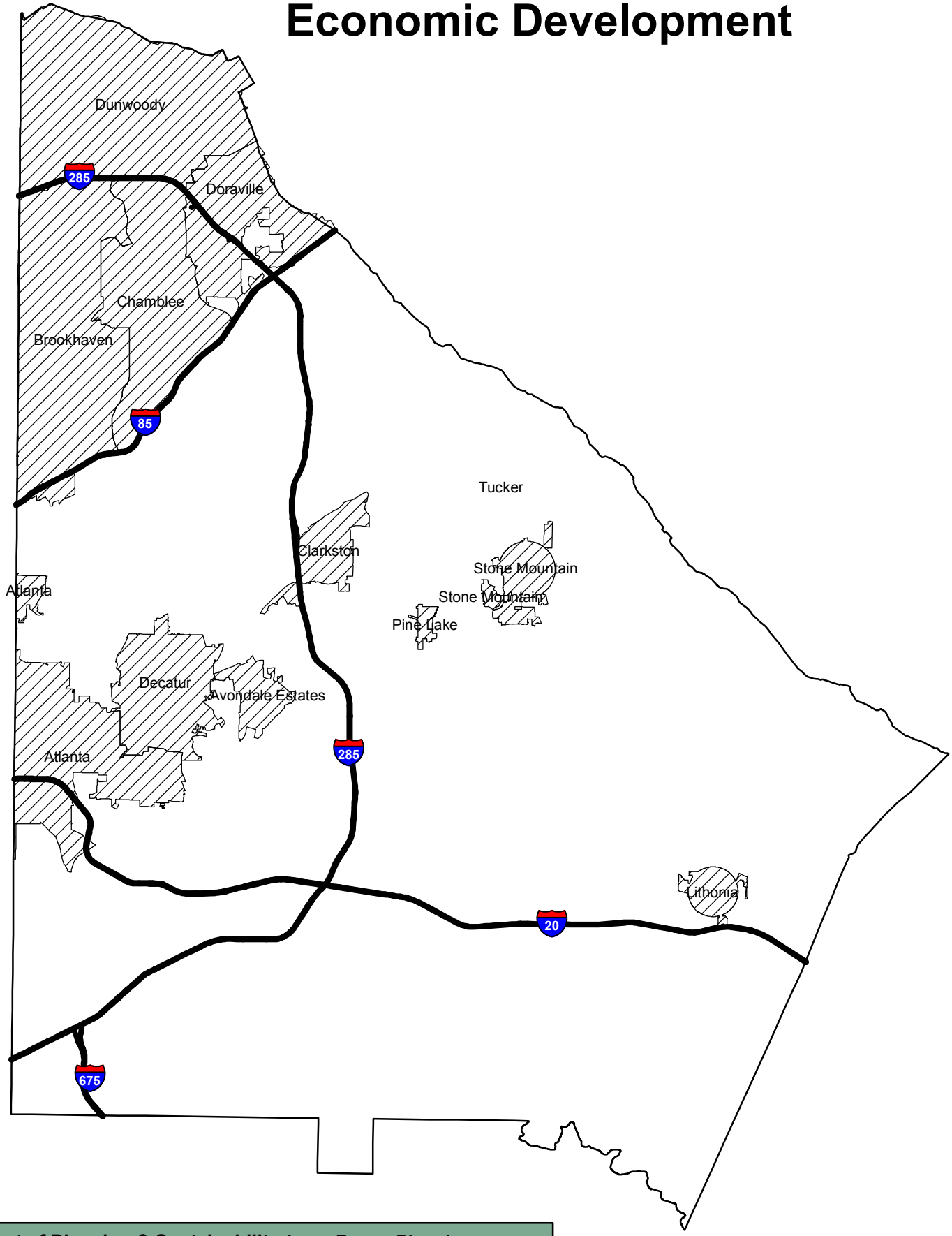
Resolution for IGA that establishes the The Development Authority of DeKalb County will perform these duties on behalf of DeKalb County.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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

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

Economic Development



Department of Planning & Sustainability - Long Range Planning

Economic Development

Legend

- Municipality Provides Service
- DeKalb County provides service

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Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Code Enforcement***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

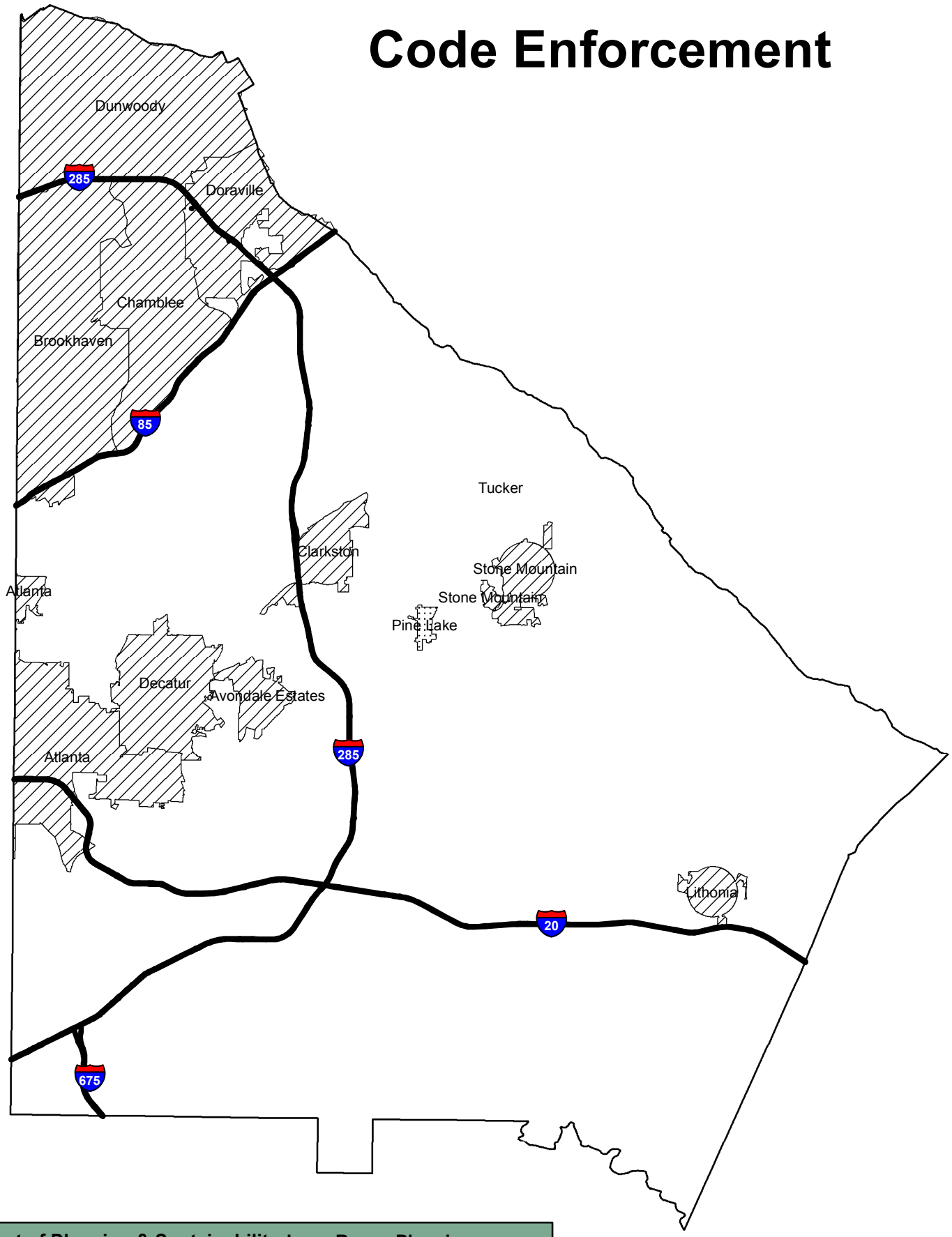
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Code Enforcement



Department of Planning & Sustainability - Long Range Planning

Code Enforcement

Legend

- DeKalb County provides service
- Municipality Provides Service
- Not Available

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Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Public Housing***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb Housing Authority, City of Atlanta Housing Authority, City of Decatur Housing Authority, and City of Lithonia Housing Authority.**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County Housing Authority	Housing Authority - Fees & Grants
Cities of Atlanta, Decatur,	Housing Authority - Fees & Grants
and Lithonia	

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

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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?

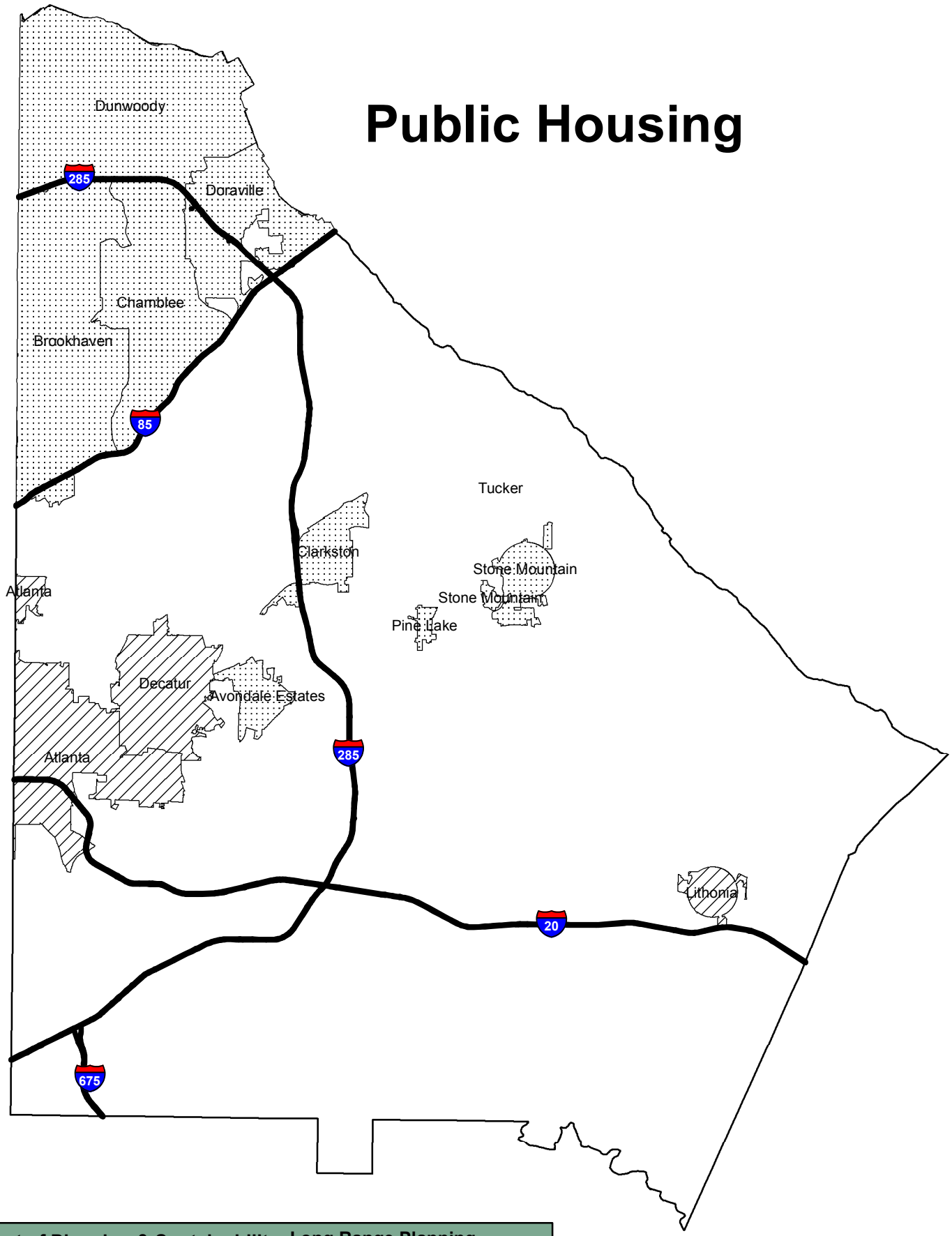
DeKalb Co. Housing Authority, City of Atlanta Housing Authority

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Public Housing



Department of Planning & Sustainability- Long Range Planning

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Public Housing

- Municipal Housing Authority
- Not Available
- The Housing Authority of DeKalb County

PUBLIC WORKS SERVICES

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Water Treatment and Distribution***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta**

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*
DeKalb County	Enterprise Funds
Avondale Estates, Brookhaven,	Enterprise Funds
Chamblee, Clarkston, Decatur,	Enterprise Funds
Doraville, Dunwoody, Lithonia, Pine	Enterprise Funds
Lake, Stn Mtn	Enterprise Funds
City of Atlanta	Enterprise Funds

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
DeKalb County Sewer	DeKalb County with Atlanta	7/16/68-7/15/2018 yr. to yr.
Service Agreement		
IGA	DeKalb and Brookhaven	8/24/99 to 12/17/14 yr. to yr.

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?

Code of DeKalb County; Solid Waste Chapter
Code of Ordinances for City of Decatur, GA.; Code of Ordinances for the City of Clarkston
Code of Ordinances for City of Atlanta; Code of Ordinances for the City of Chamblee;
Doraville resolution; Corde of Ordinances for Stone Mountain, Health and Sanitation

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

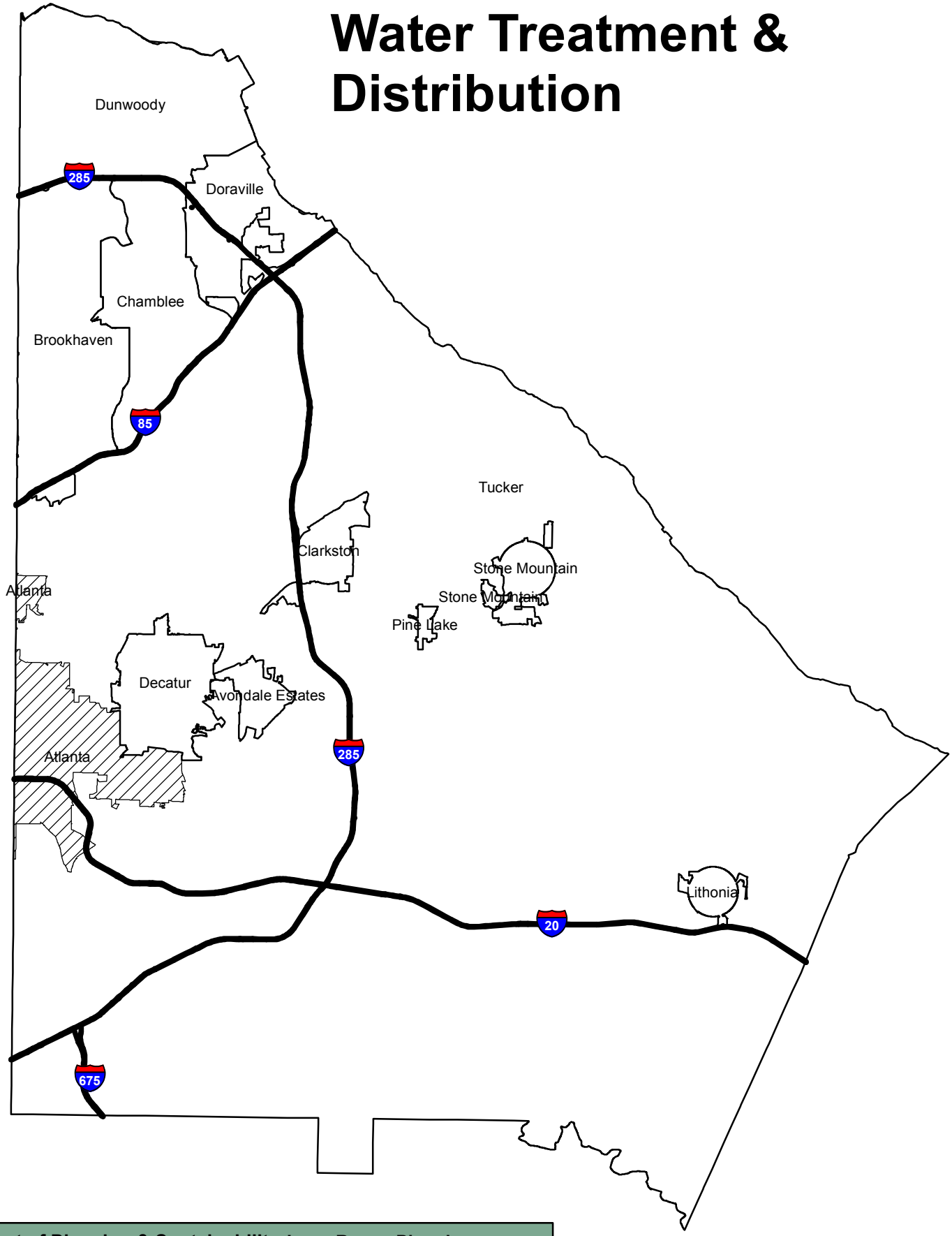
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

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

ATTACHMENT C

The County provides water and sewer service in the unincorporated and incorporated areas, except for the City of Atlanta, and therefore ensures that all applicable service is consistent with all applicable land use plans and ordinances. These services are provided by DeKalb County as an enterprise fund paid for by user fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County. Atlanta provides water and sewer service in the City of Atlanta and does not provide any extraterritorial water and sewer service in DeKalb County.

Water Treatment & Distribution



Department of Planning & Sustainability - Long Range Planning

Water Treatment & Distribution

Legend

- Municipality provides service
- DeKalb County Provides Service

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SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section III. 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:DEKALB COUNTY	**Service:*Wastewater Collection and Treatment***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta**

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*
DeKalb County	Enterprise Funds
Avondale Estates, Brookhaven,	Enterprise Funds
Chamblee, Clarkston, Decatur,	Enterprise Funds
Doraville, Dunwoody, Lithonia, Pine	Enterprise Funds
Lake, Stn Mtn	Enterprise Funds
City of Atlanta	Enterprise Funds

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
M. Clayton Treatment Plant	DeKalb County with Atlanta	7/16/68-7/15/2018 yr. to yr.
DeKalb County Sewer		
Service Agreement		
IGA	DeKalb - City of Atlanta	year to year

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?

First Amendment to Metropolitan Sewer Agreement w/ DeKalb
(See Water Treatment / Water Distribution in previous section, for IGA attachments)

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

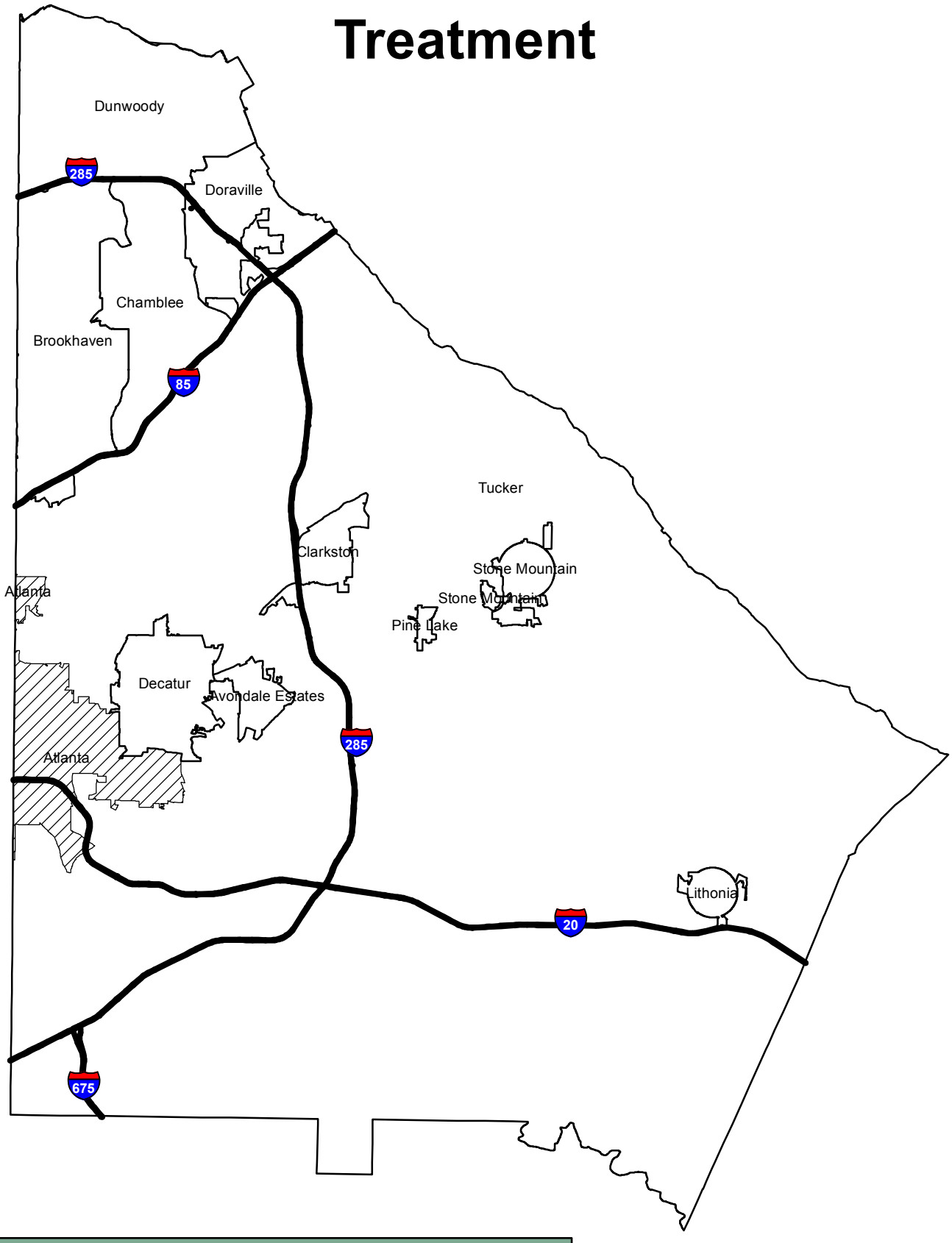
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

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

ATTACHMENT C

The County provides water and sewer service in the unincorporated and incorporated areas, except for the City of Atlanta, and therefore ensures that all applicable service is consistent with all applicable land use plans and ordinances. These services are provided by DeKalb County as an enterprise fund paid for by user fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County. Atlanta provides water and sewer service in the City of Atlanta and does not provide any extraterritorial water and sewer service in DeKalb County.

Wastewater Collection & Treatment



Department of Planning & Sustainability - Long Range Planning

Wastewater Collection & Treatment

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Legend

- Municipality provides service
- DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Refuse Collection***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain**

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*
DeKalb County	Enterprise Funds
City of Atlanta & Decatur	User Fees
All other cities	User Fees and General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
		1/01/95 (year to year)
IG	DeKalb County with City of Brookhaven	
Agreement for garbage	DeKalb with City of Dunwoody	12/14/10 (year to year)
collections and disposal		
services		

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?

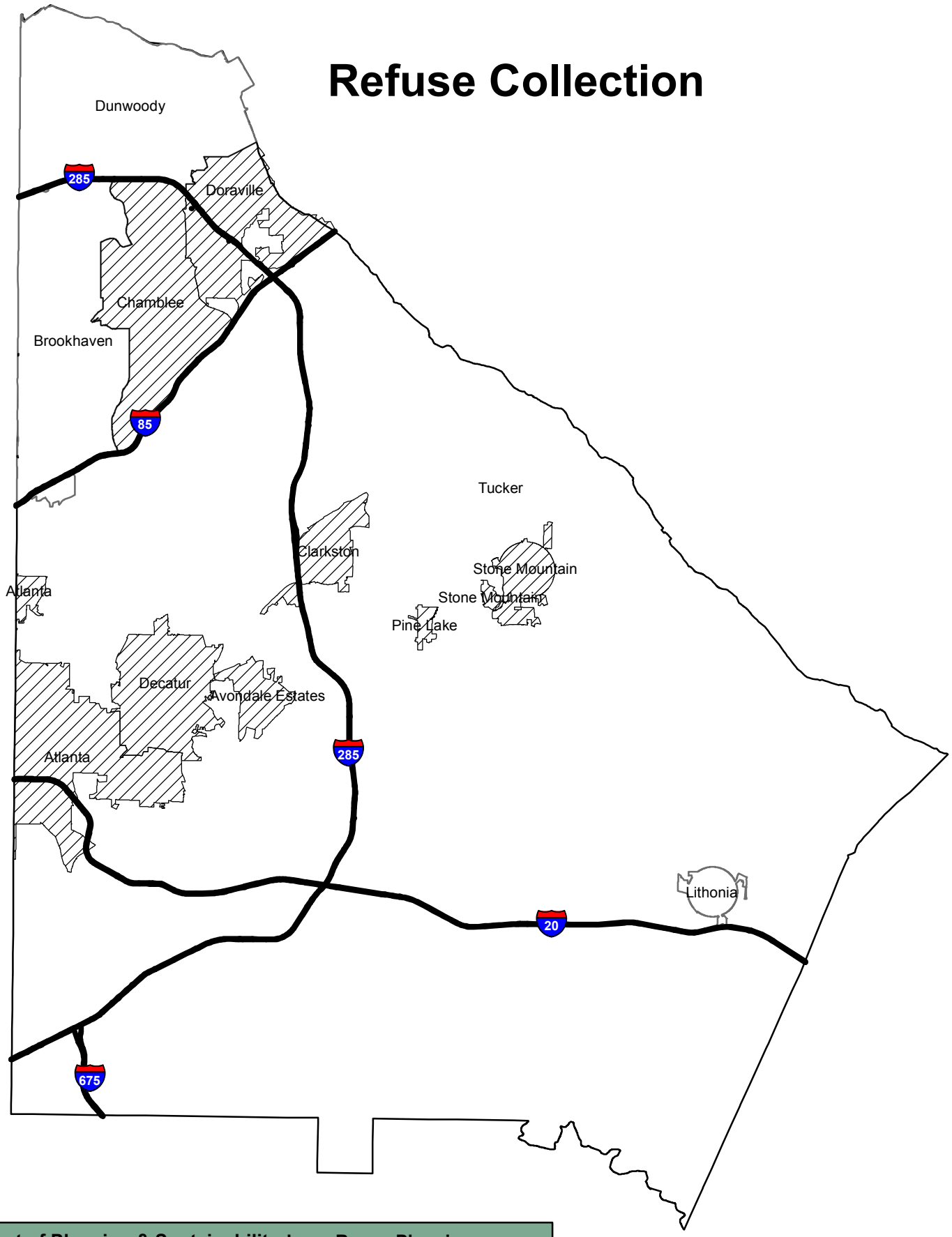
Question 5 continued, due to limited space:
IGA form Solid Waste Management services between DeKalb County and Brookhaven (1/01/2013 - year to year)
Question 6: DeKalb County Code of Ordinances, Chapter 22, Solid Waste

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Refuse Collection



Department of Planning & Sustainability - Long Range Planning

N
W E
S

0 1.5 3 Miles

Refuse Collection

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Landfill***

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

☒ 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.):**DeKalb County**

☐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.):

☐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:

☐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.):

☐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*
DeKalb County	Enterprise Funds
All Cities	All cities can use the County landfill and pay the posted rates when
	they pay the posted rates when they use it with user fees and/or general funds

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Agreement for garbage	DeKalb County with all cities	1/01/95 (year to year)
collections and disposal		
services		

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

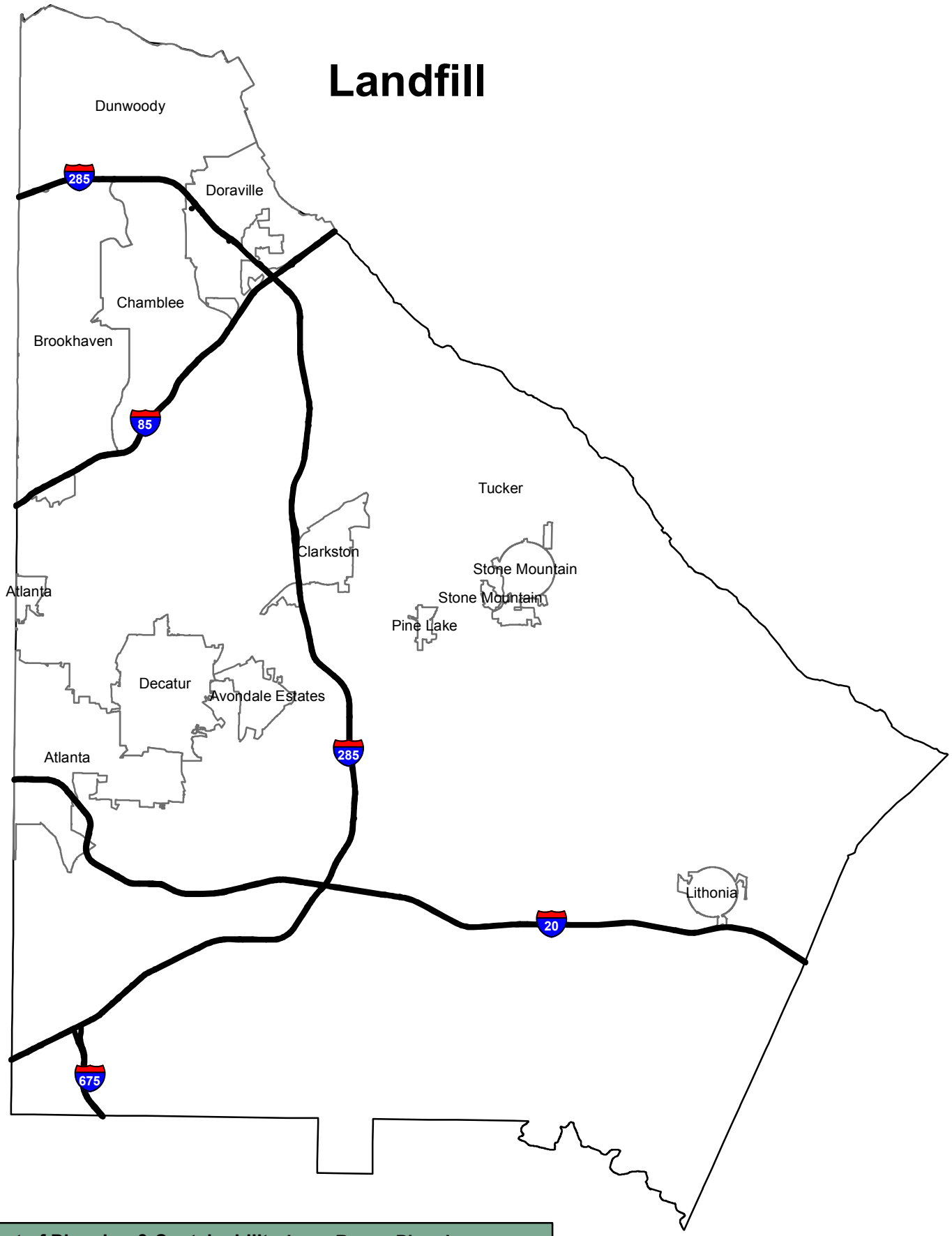
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Landfill



Department of Planning & Sustainability - Long Range Planning

N
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0 1.5 3 Miles

Landfill

DeKalb County Provides Service

Explanation for continuing arrangement

This arrangement creates overlapping service areas with higher levels of service. City residents may use County facilities, and participate in DeKalb County related programs.

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Recycling Programs***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Pine Lake, City of Stone Mountain**

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*
DeKalb County	Enterprise Funds
Dunwoody, Lithonia	User Fees
All other cities	User Fees and General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Agreement for garbage	DeKalb County with all cities	1/01/95 (year to year)
collection and disposal service		

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

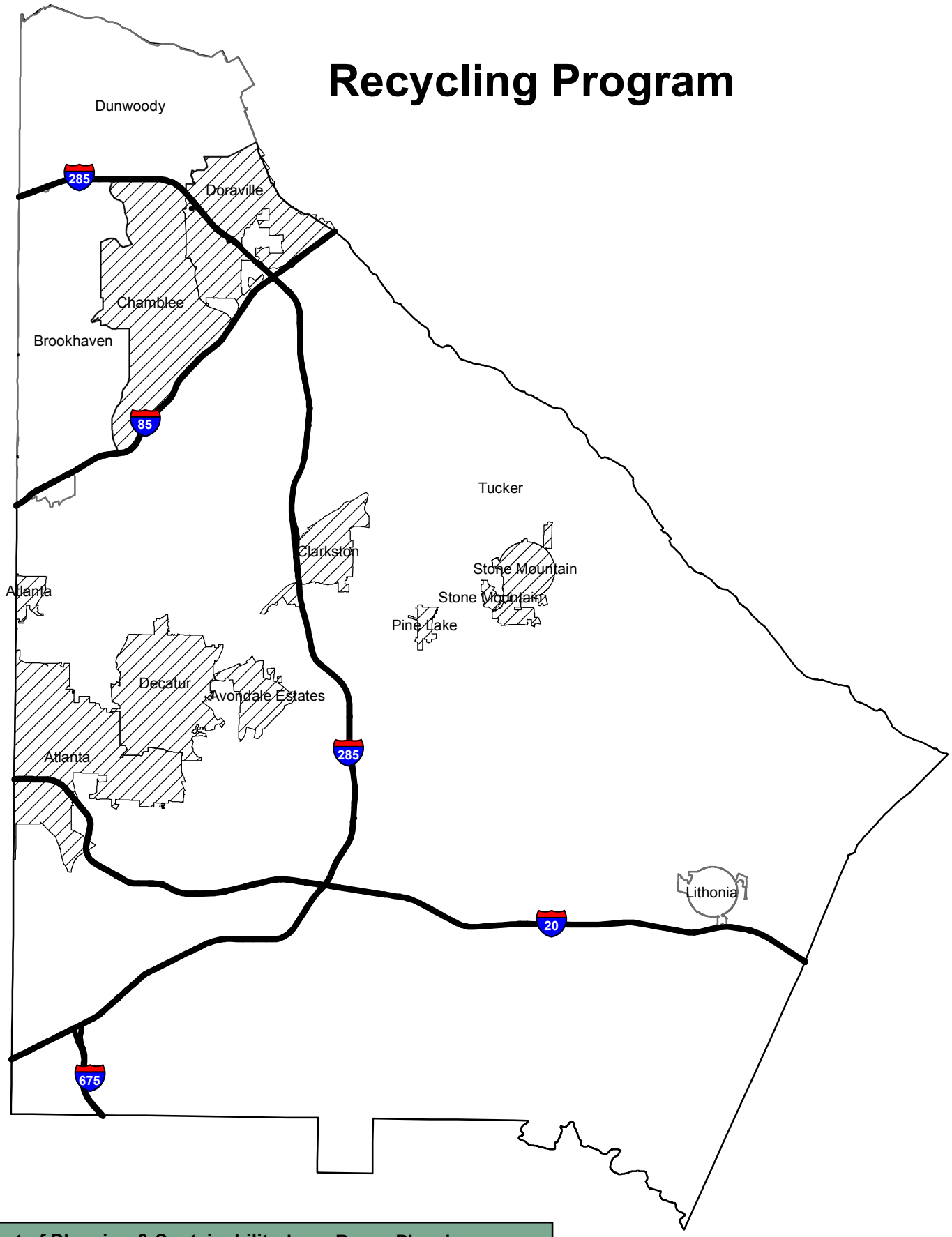
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Recycling Program



Department of Planning & Sustainability - Long Range Planning

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0 1.5 3 Miles

Recycling Program

Municipality Provides Service

DeKalb County Provides Service

STREET CONSTRUCTION AND MAINTENANCE

The County provides street construction and maintenance services in unincorporated DeKalb County. These services include:

- Basic street maintenance and upkeep including pothole repair, patching, basic curb and sidewalk repair
- Emergency Response, including, downed trees, after-hour emergency response
- Winter Response, including snow and ice removal, salt, sand and gravel deployment, after-hour winter response.
- Traffic signs and road markings/striping

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Street Construction***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

DeKalb County will no longer provide service for cities.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

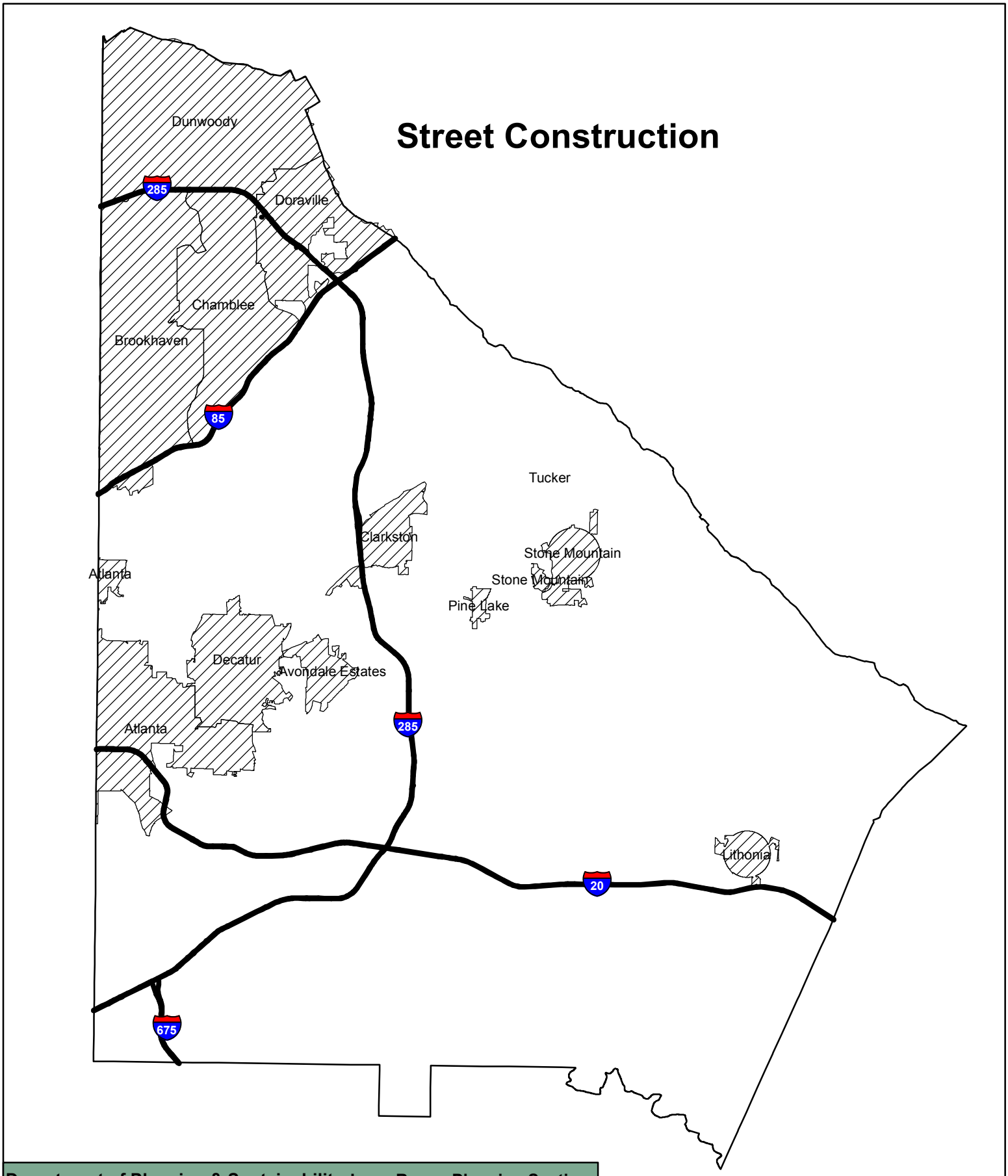
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Resolution to levy taxes for the year 2016. Roads & Drainage Department activity sheet.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning Section

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0 1.5 3 Miles

Street Construction

Legend

Municipality Provides Service

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Street Maintenance***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

DeKalb County will no longer provide service for cities.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

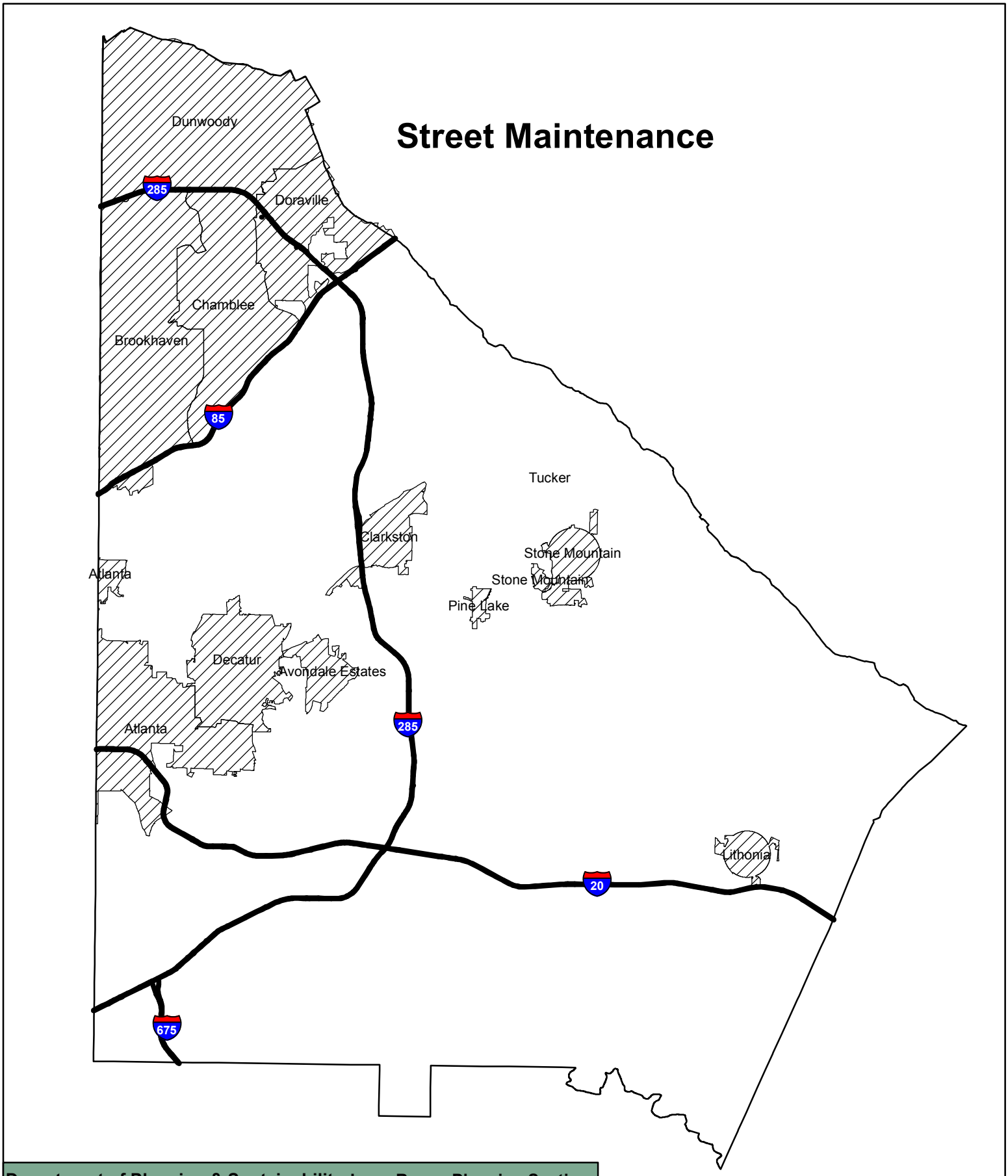
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Resolution to levy taxes for the year 2016. Roads & Drainage Department activity sheet.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning Section

Street Maintenance

Legend

- Municipality Provides Service
- DeKalb County Provides Service

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Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Street Cleaning***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

DeKalb County will no longer provide service for cities.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

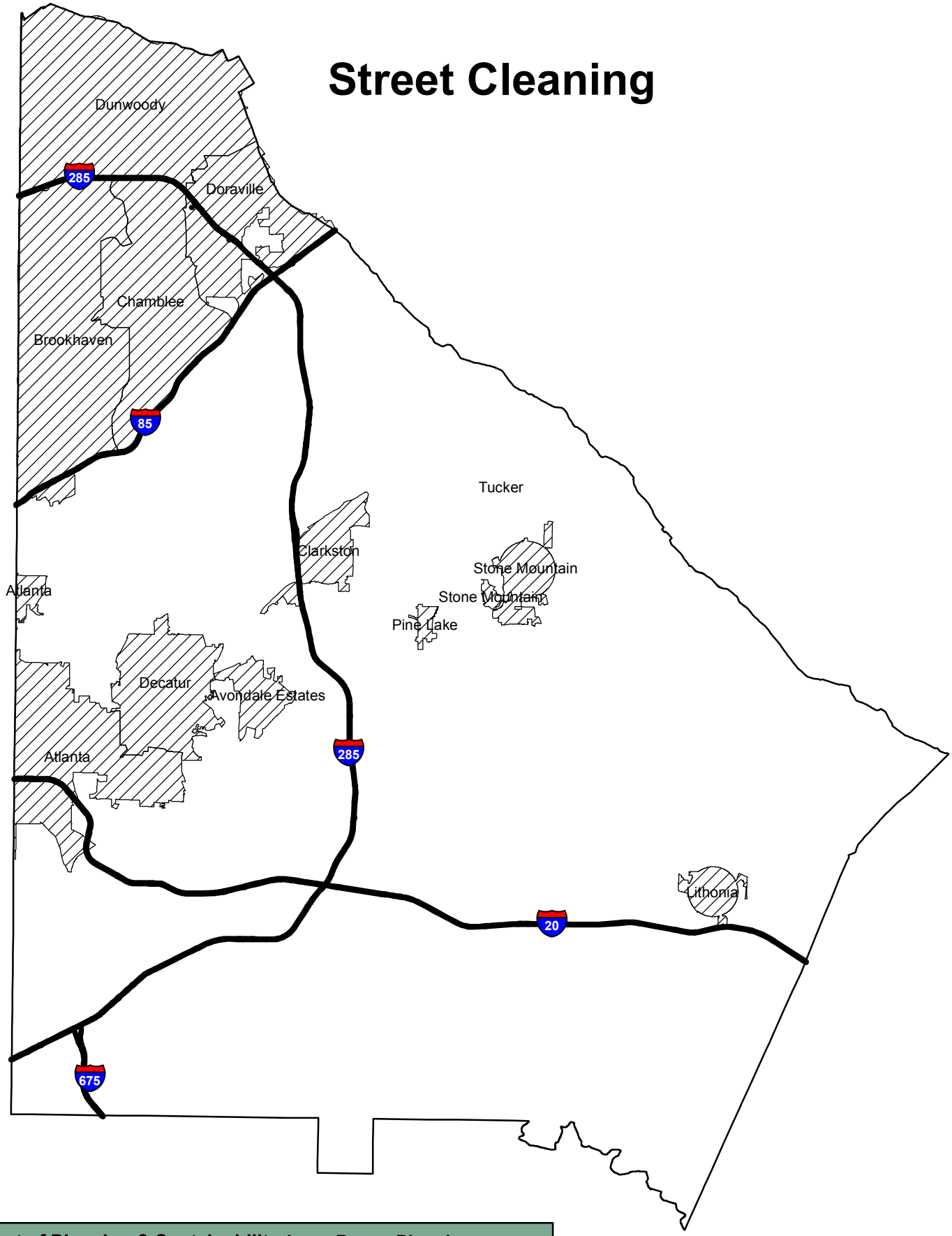
Resolution to levy taxes for the year 2016. Roads & Drainage Department activity sheet.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Street Cleaning



Department of Planning & Sustainability - Long Range Planning

N
W E
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0 1.5 3 Miles

Street Cleaning

Municipality Provides Service

DeKalb County provides Service

TRAFFIC SIGNAL SERVICE

Traffic Signal Service provides for the maintenance for all traffic signals, school flashers and intersection beacons within DeKalb County with the exception of those within the City of Atlanta, Dunwoody, Brookhaven, and Chamblee. The Roads & Drainage division of Public Works provides the installation of all traffic signals on county routes and almost all state installations. All traffic signal requests from cities are handled in the same manner as requests from unincorporated DeKalb County. All signals are installed at warranted locations with the exception of Commerce Drive @ West Howard, in the city of Decatur. The city of Decatur has assumed all liability for the non-warranted location. The maintenance also includes traffic signal timing, and emergency response to signal malfunctions.

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Traffic Signaling***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒Other (If this box is checked, **attach a legible map delineating the service area of each service provider,** and identify the government, authority, or other organization that will provide service within each service area.): **City of Atlanta, City of Brookhaven, City of Chamblee, City of Clarkston, City of Dunwoody, and DeKalb County.**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

Cities of Chamblee and Clarkston will now provide service.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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?

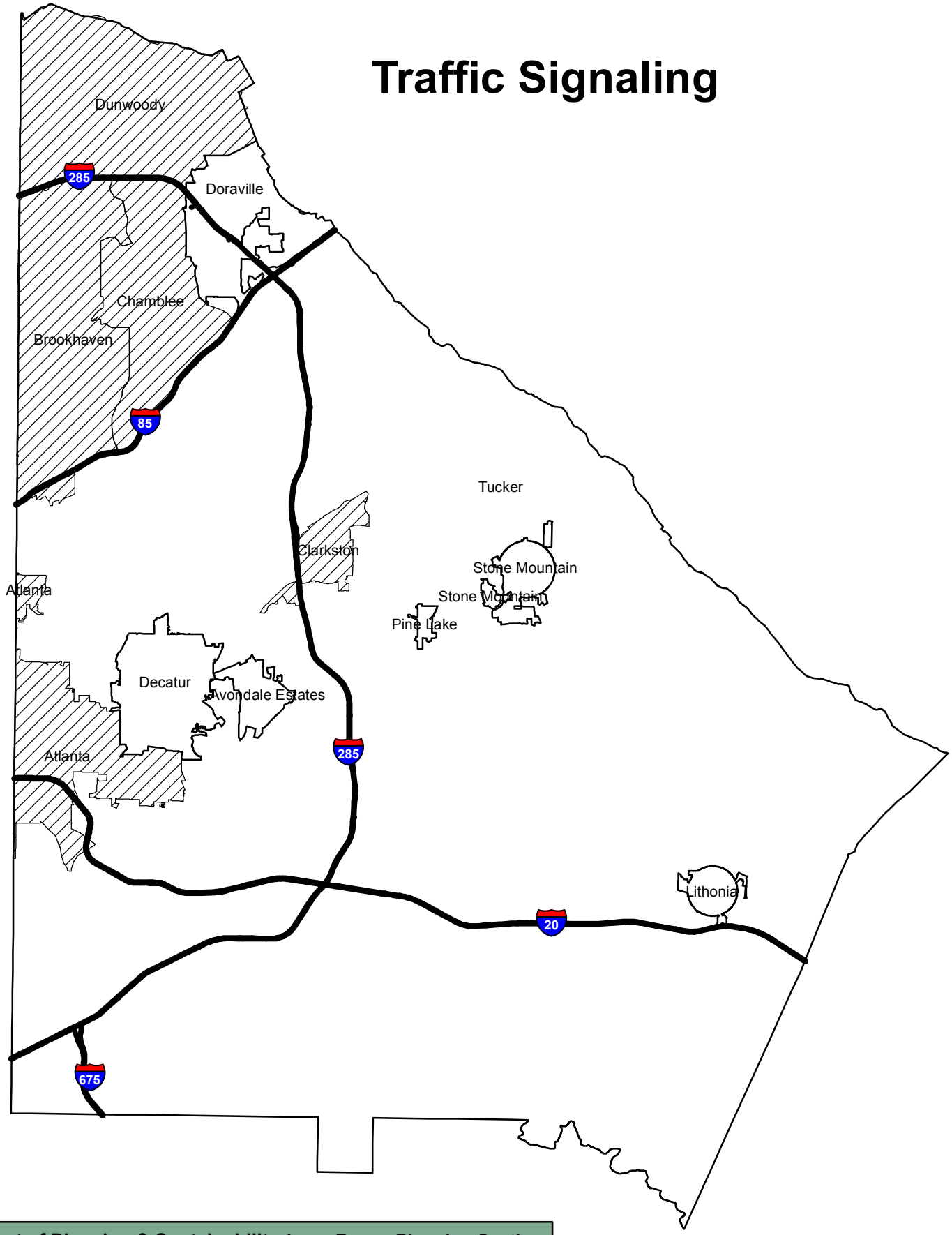
Resolution to Levy Taxes for the Year 2016.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Traffic Signaling



Department of Planning & Sustainability - Long Range Planning Section

N
W E
S

0 1.5 3 Miles

Traffic Signaling

Municipality Provides Service

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Street Signage***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, Cities of: Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, Stone Mountain**

☐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*
DeKalb County	General Fund
Atlanta; Avondale Estates;	General Fund
Brookhaven; Chamblee; Clarkston	General Fund
Decatur, Doraville; Dunwoody	General Fund
Lithonia; Pine Lake; Stone Mountain	General Fund

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

DeKalb County will no longer provide service.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

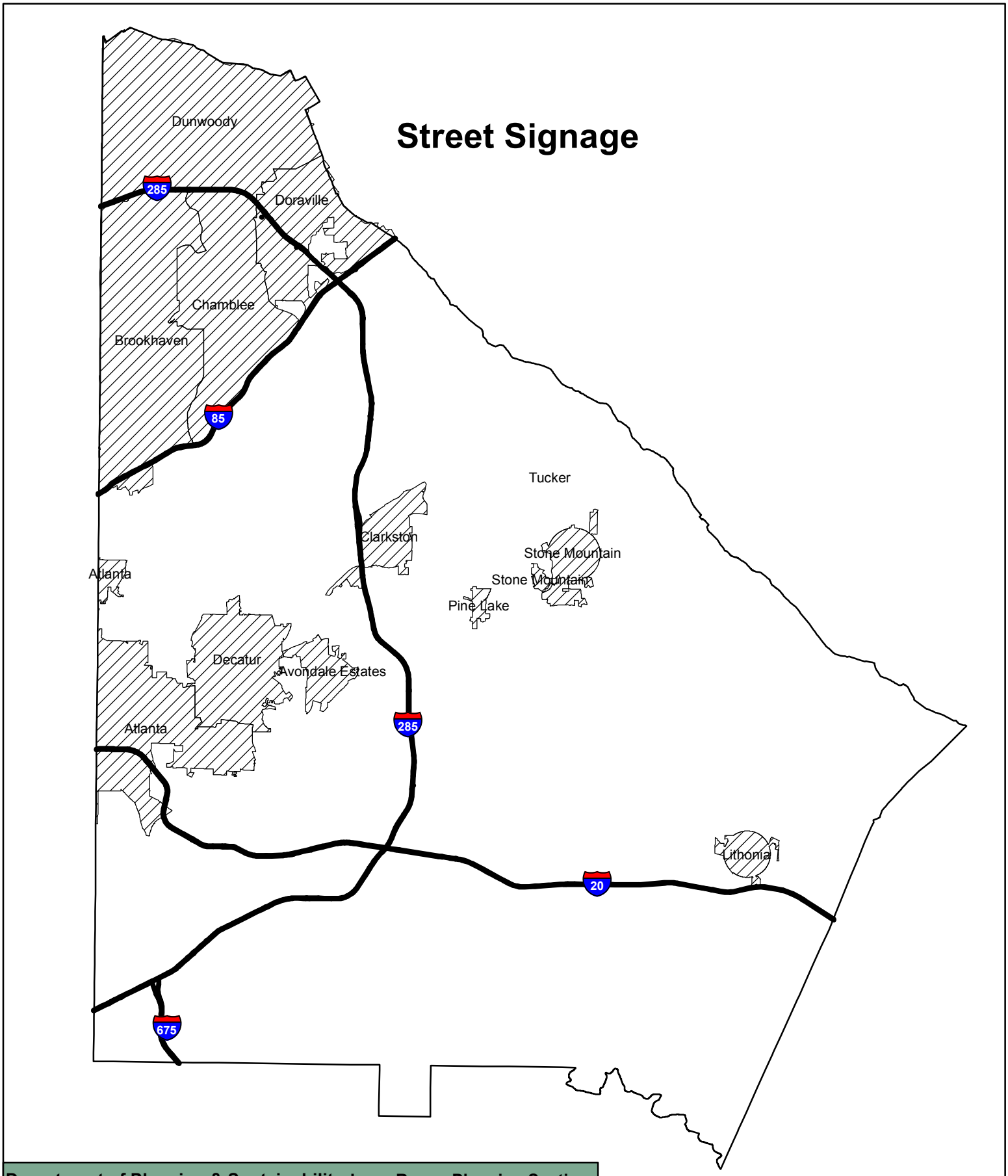
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Resolution to Levy Taxes 2016.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning Section

Street Signage

N
W E
S

Legend

Municipality Provides Service

DeKalb County Provides Service

0 1.5 3 Miles

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Storm Water***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, City of Stone Mountain.**

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*
DeKalb County	General Fund
Atlanta, Avondale Estates,	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody,	General Fund; Enterprise Fund (Dunwoody)
Lithonia, Pine Lake	General Fund
Stone Mountain	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

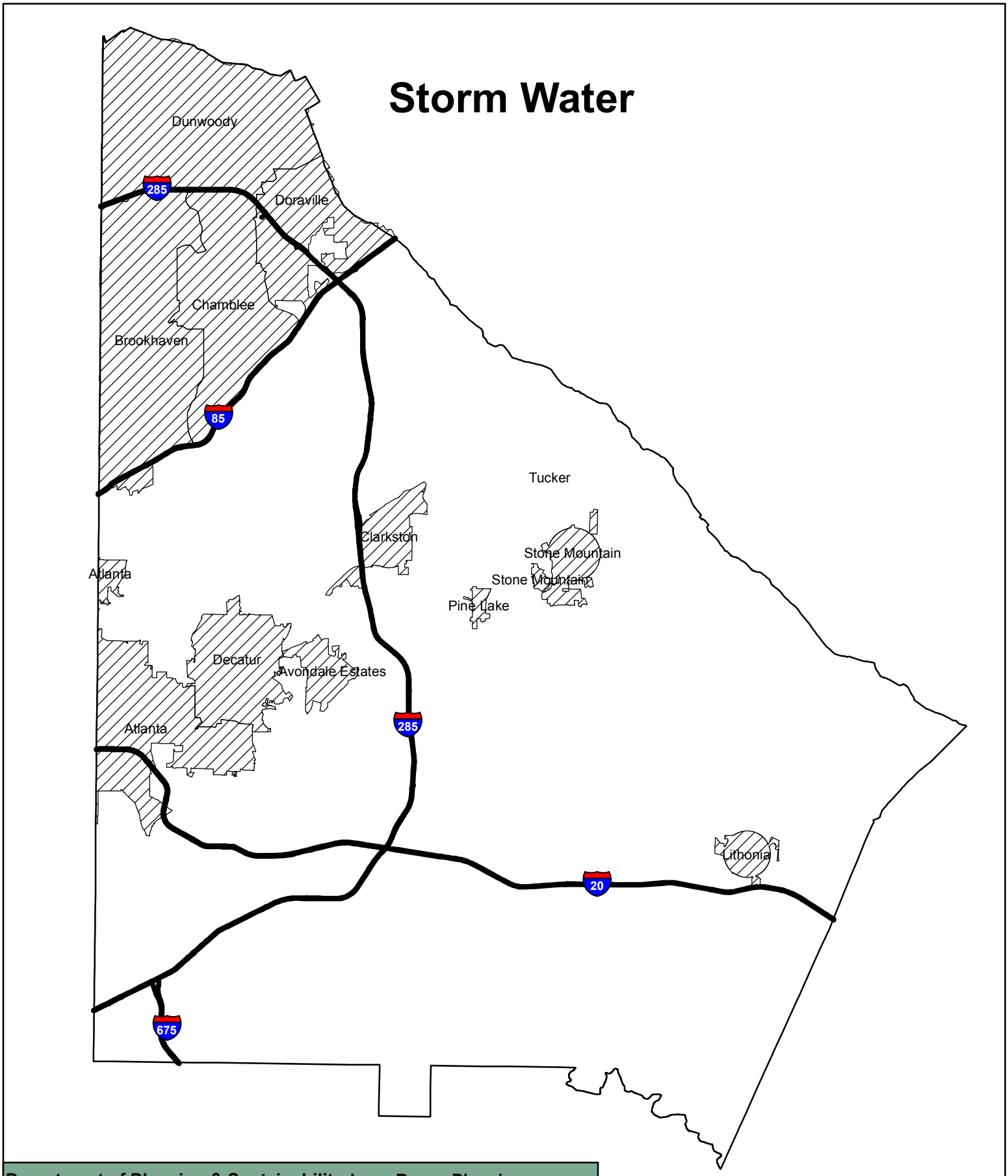
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Resolution to levy taxes for the year 2016.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:



Department of Planning & Sustainability - Long Range Planning

N
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0 1.5 3 Miles

Storm Water

Municipality Provides Service

DeKalb County provides service

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:DEKALB COUNTY	**Service:*Cemetery***

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

☐ 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.):

☐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.):

☐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:

☒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.): **DeKalb County, City of Stone Mountain.**

☐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*
DeKalb County	General Fund (Pauper Cemetery Only)
Stone Mountain	Municipality provides service

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

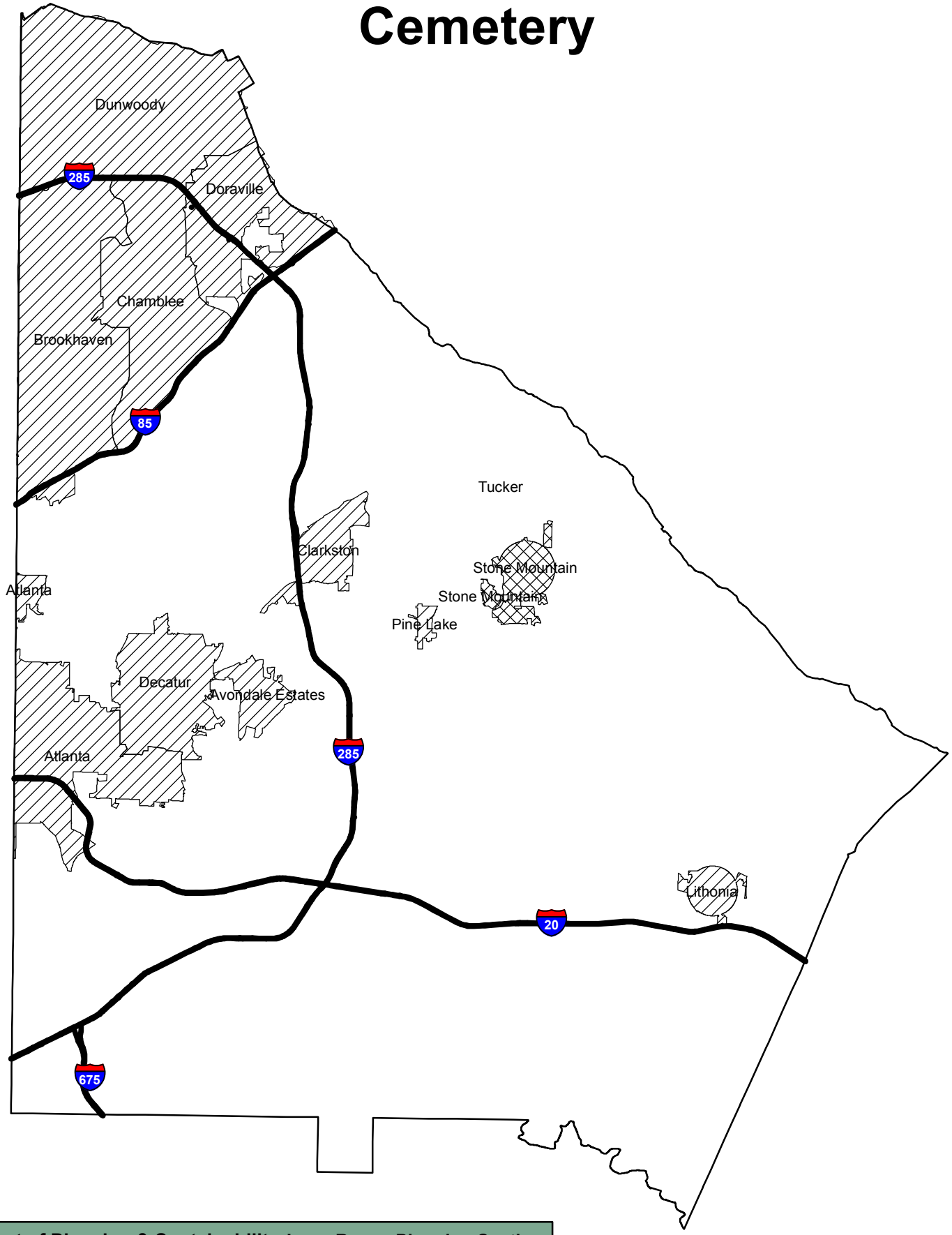
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Cemetery



Department of Planning & Sustainability - Long Range Planning Section

N
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0 1.5 3 Miles

Cemetery

- Not Available
- Municipality Provides Service
- DeKalb County responsible for service

Transportation Description of Services

Development permit review - Review of land disturbance permit applications for inclusion of proper improvements within the road right-of-way per County code. Items reviewed include sidewalks, turn lanes, right-of-way dedication, and sight distance.

Utility Encroachment permit – Review applications and issue permits for utilities seeking to install new facilities within the road right-of-way.

Traffic Calming – Upon request by the city, work with citizens on a petition program for adding traffic calming devices (speed tables, bulb outs, etc.) in residential areas. A maintenance fee is charged to the properties in the affected area.

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:DEKALB COUNTY	**Service:*Development Permit Reviews (Transportation)***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Decatur, City of Doraville, and City of Dunwoody, City of Lithonia, City of Pine Lake, City of Stone Mountain**

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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur,Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

The service was added to Public Works services accurately depict the delivery of services in the county.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

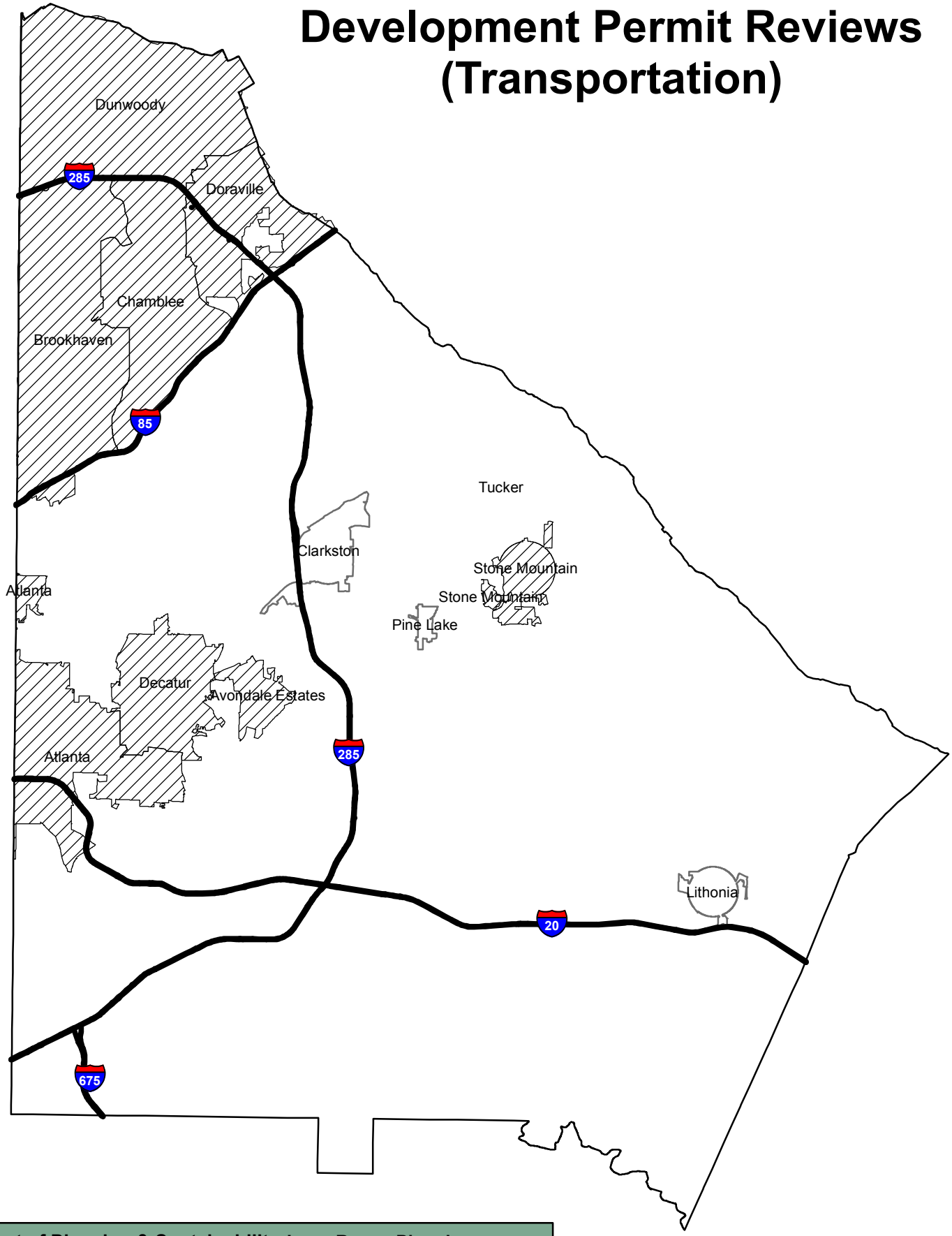
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Development Permit Reviews (Transportation)



Department of Planning & Sustainability - Long Range Planning

N
W E
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0 1.5 3 Miles

Development Permit Reviews (Transportation)

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Utility Encroachment Permit***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Decatur, City of Doraville, and City of Dunwoody, City of Lithonia, City of Pine Lake, City of Stone Mountain**

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*
DeKalb County	General Fund
Atlanta, Avondale Estates	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

The service was added to Public Works services to accurately depict the delivery of service in the county.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

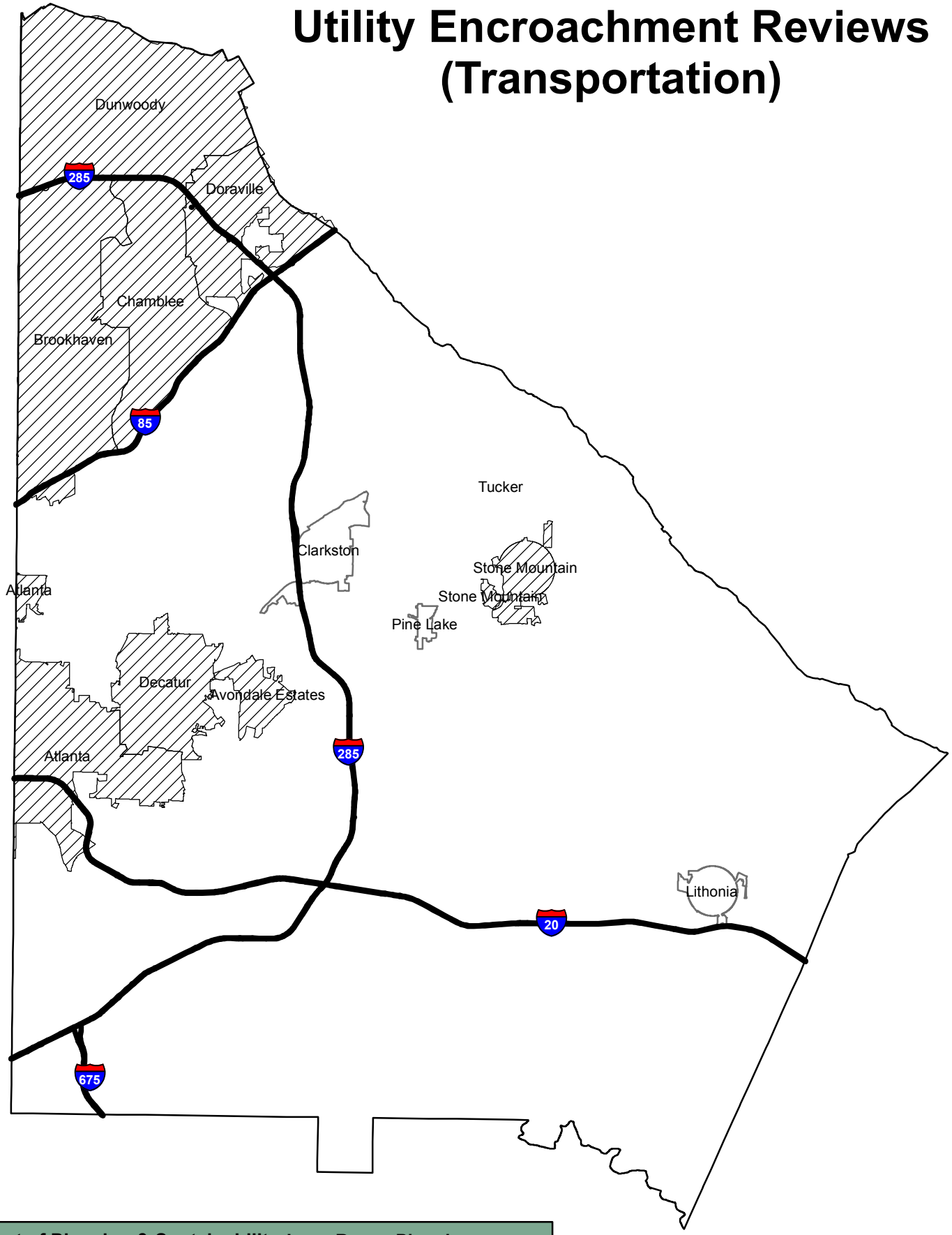
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Utility Encroachment Reviews (Transportation)



Department of Planning & Sustainability - Long Range Planning

N
W E
S

0 1.5 3 Miles

Utility Encroachment Reviews (Transportation)

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Traffic Calming Program***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Decatur, City of Doraville, and City of Dunwoody, City of Lithonia, City of Pine Lake, City of Stone Mountain**

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*
DeKalb County	General Fund
Atlanta, Avondale Estates,	General Fund
Brookhaven, Chamblee, Clarkston	General Fund
Decatur, Doraville, Dunwoody	General Fund
Lithonia, Pine Lake, Stone Mountain	General Fund

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

The service was added to Public Works services to accurately depict the delivery of services in the county.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

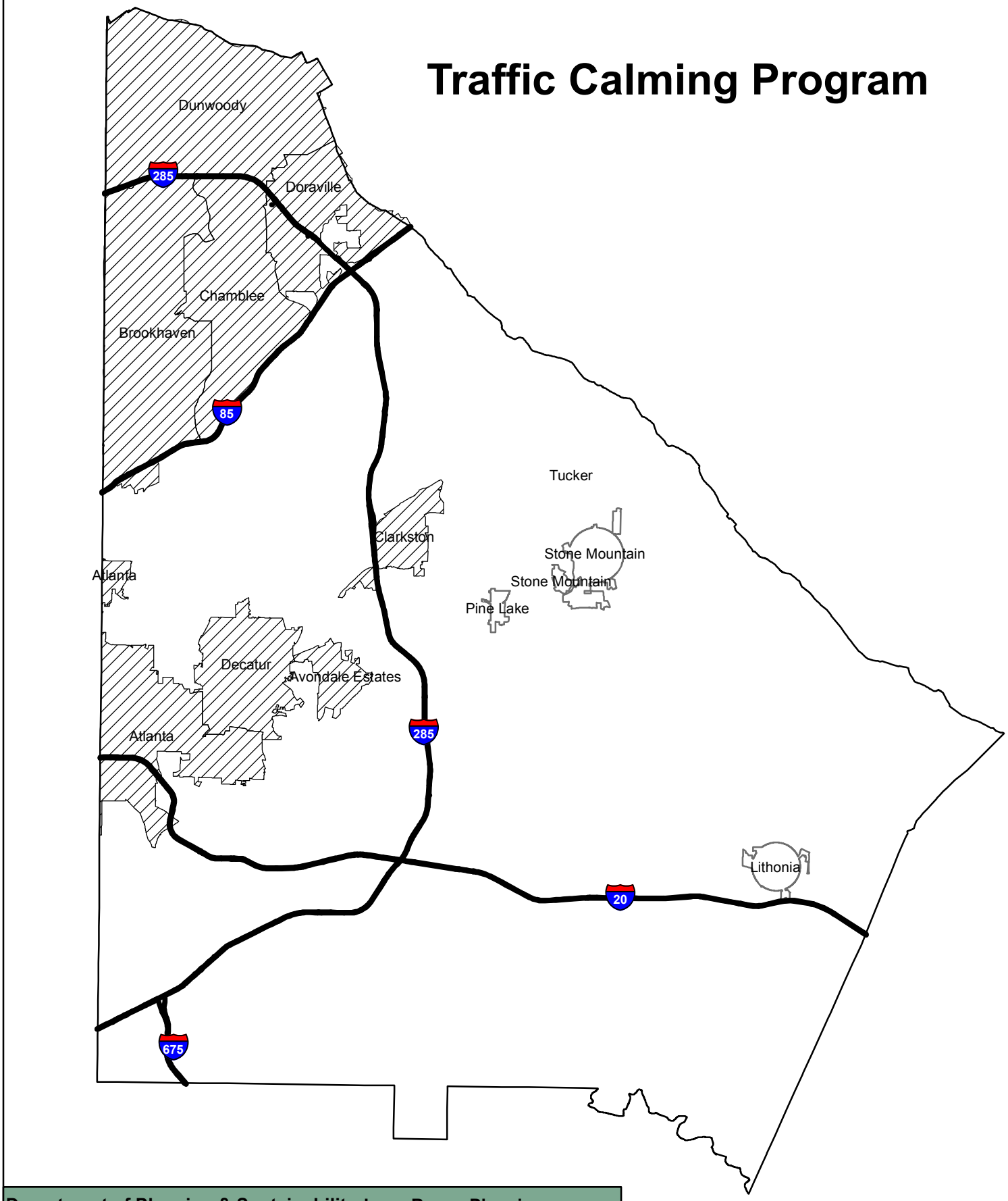
None needed.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Traffic Calming Program



Department of Planning & Sustainability - Long Range Planning

N
W E
S

0 1.5 3 Miles

Traffic Calming Program

Municipality Provides Service

DeKalb County Provides Service

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY	**Service:*Airport***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, City of Atlanta**

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*
DeKalb County	User Fees
City of Atlanta	User Fees
Avondale Estates, Brookhaven	User Fees
Chamblee, Clarkston, Decatur	User Fees
Doraville, Dunwoody, Lithonia	User Fees
Pine Lake, Stone Mountain	User Fees

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

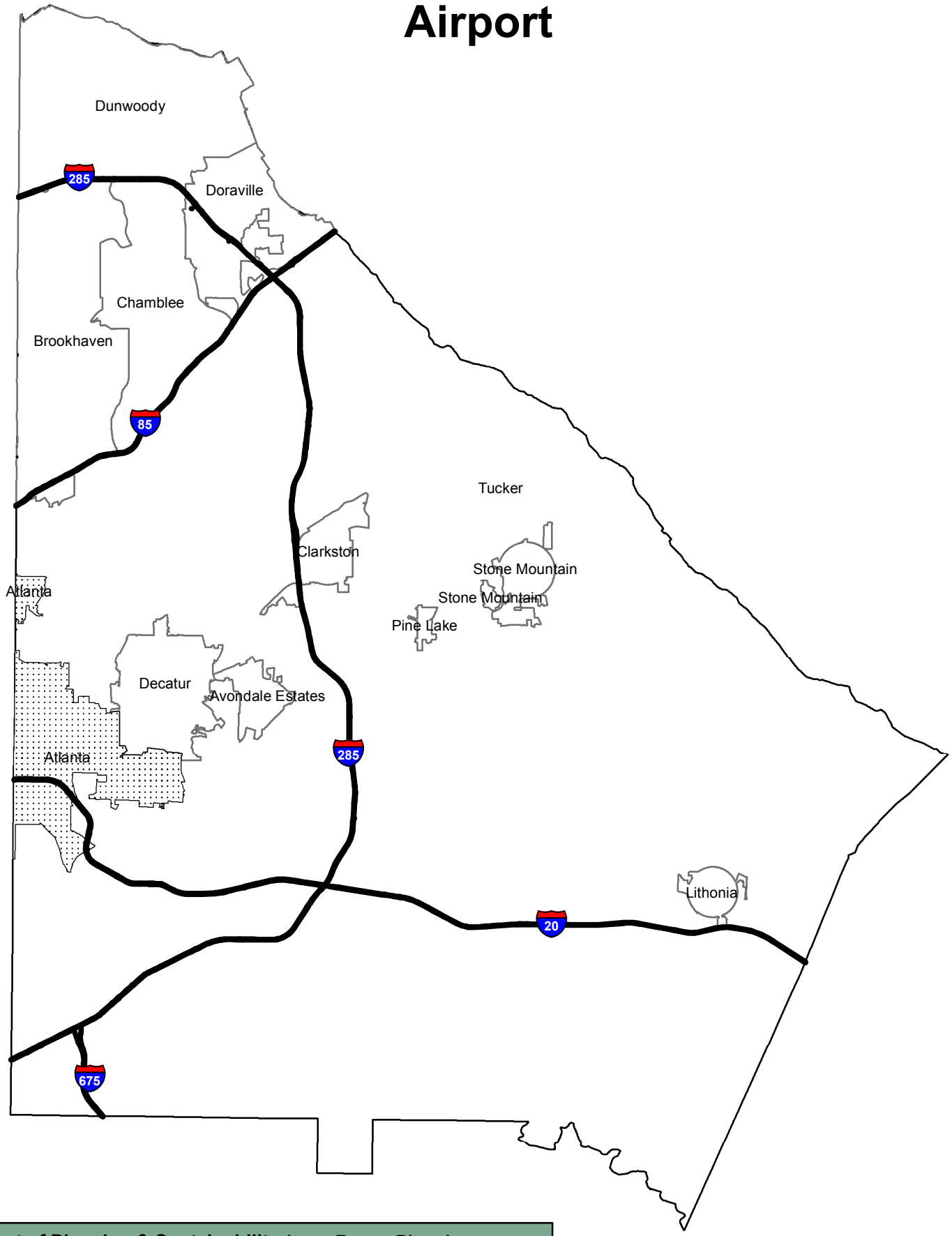
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Airport



Department of Planning & Sustainability - Long Range Planning

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Airport

Municipality Provides Service

DeKalb County Provides Service

LEISURE SERVICES

Georgia Department of Community Affairs

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 III. 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:DEKALB COUNTY	**Service:*Parks***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Stone Mountain, and DeKalb County.**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County & Cities.	General Fund, User Fees and bonds.

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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?

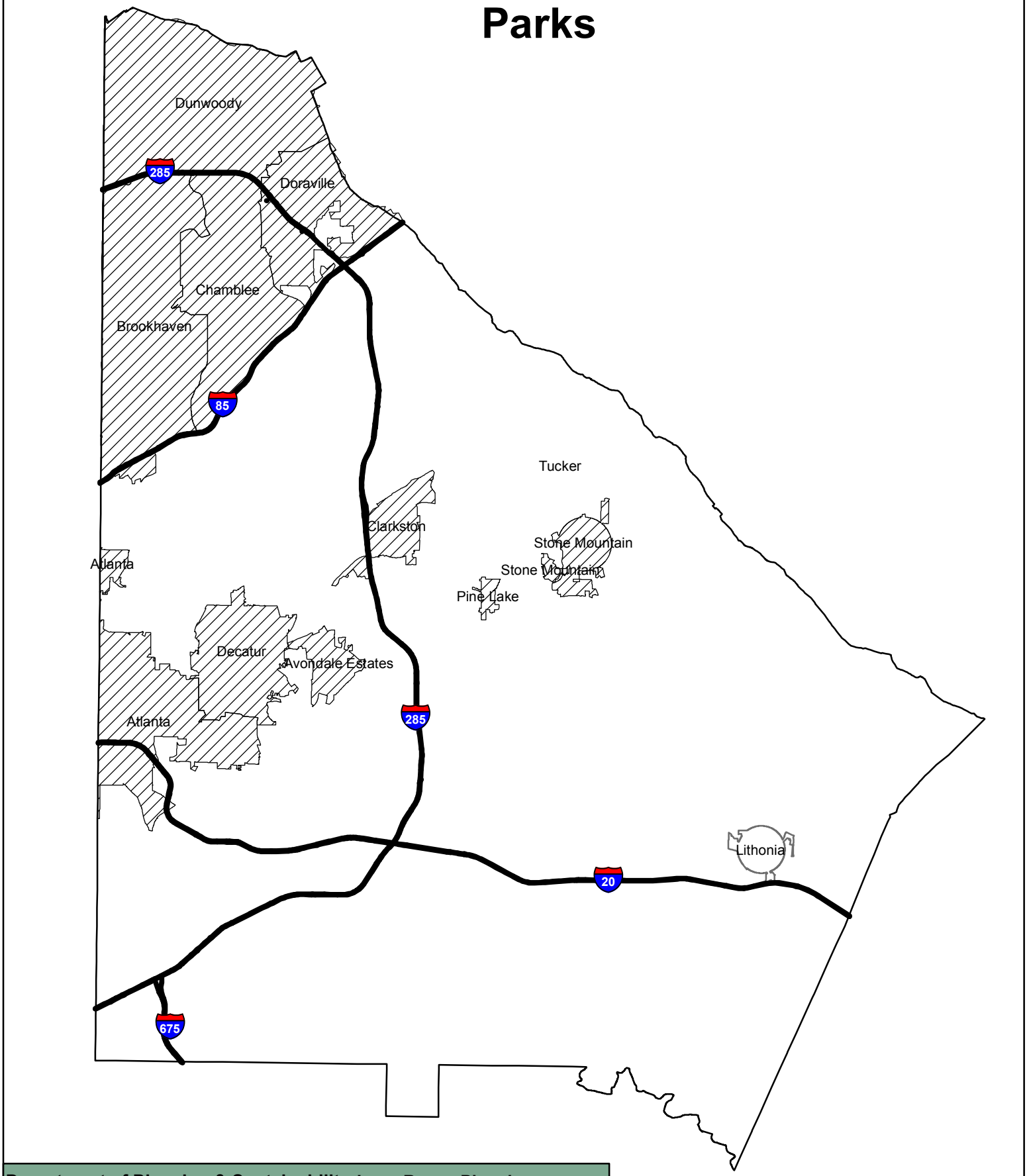
Resolution to Levy Taxes for 2016.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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

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

Parks



Department of Planning & Sustainability - Long Range Planning

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Parks

Municipality Provides Service

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Recreation Programs***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County, Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, and Stone Mountain.**

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*
DeKalb County & Cities	General Fund, User Fees, Bonds

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA	DeKalb County & City of Lithonia	1977 - year to year

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

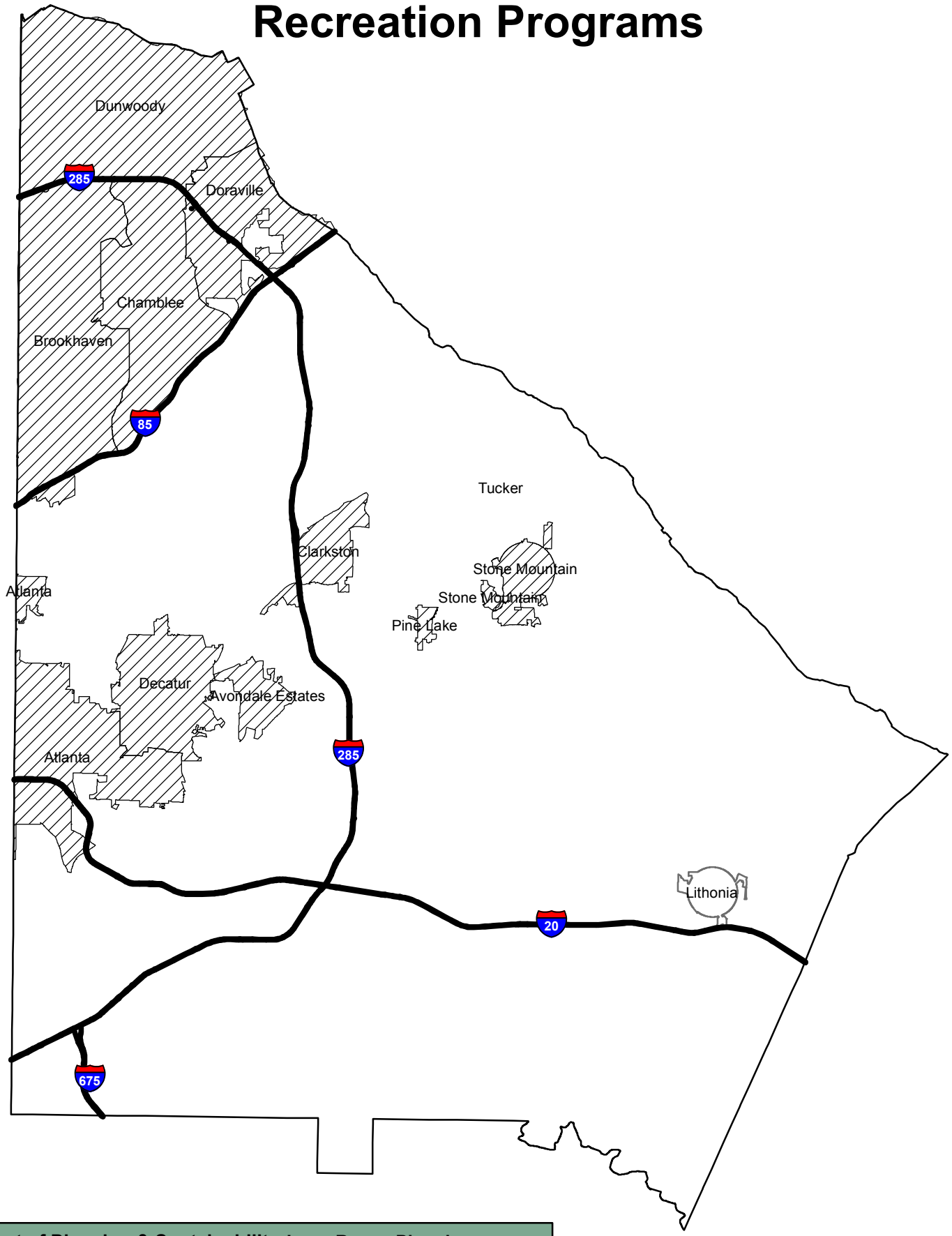
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Recreation Programs



Department of Planning & Sustainability - Long Range Planning

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Recreation Programs

Municipality Provides Service

DeKalb County Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Libraries***

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

☒ 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.): **DeKalb County.**

☐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.):

☐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:

☐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.):

☐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*
DeKalb County , Doraville, Decatur	General Fund, State Grants, and Bonds.

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
IGA	City of Decatur with DeKalb County	5/11/98 - year to year
IGA	City of Doraville with DeKalb County	1991- (year to year)

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

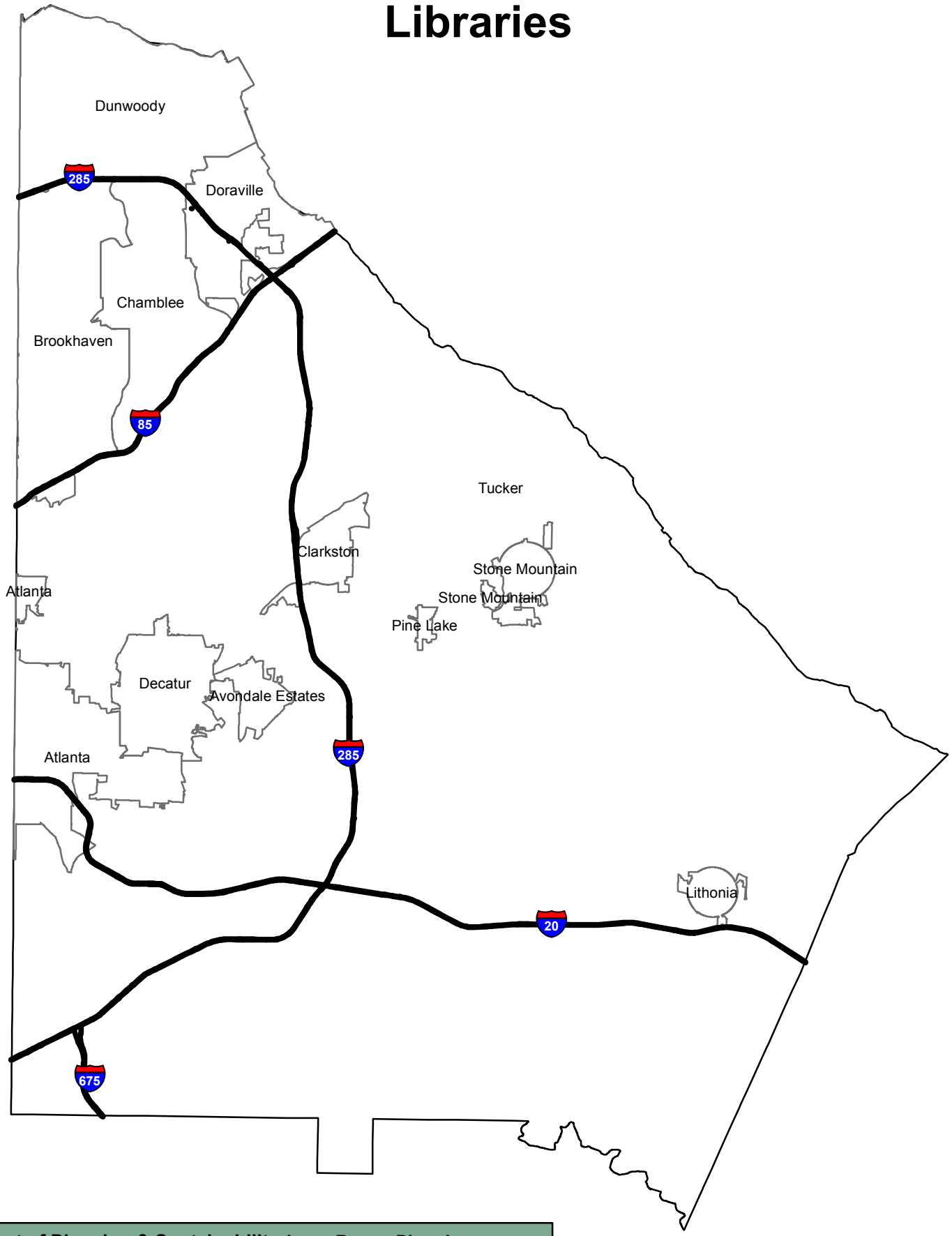
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Libraries



Department of Planning & Sustainability - Long Range Planning

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Libraries

DeKalb County Provides Service

HEALTH & SOCIAL SERVICES

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section III. 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:DEKALB COUNTY	**Service:*Physical Health / Environmental Health***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County Board of Health on behalf of DeKalb County**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County	General Fund
Avondale Estates, Brookhaven	General Fund
Chamblee, Clarkston, Decatur,	General Fund
Doraville, Dunwoody, Lithonia	General Fund
Pine Lake, Stone Mountain	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

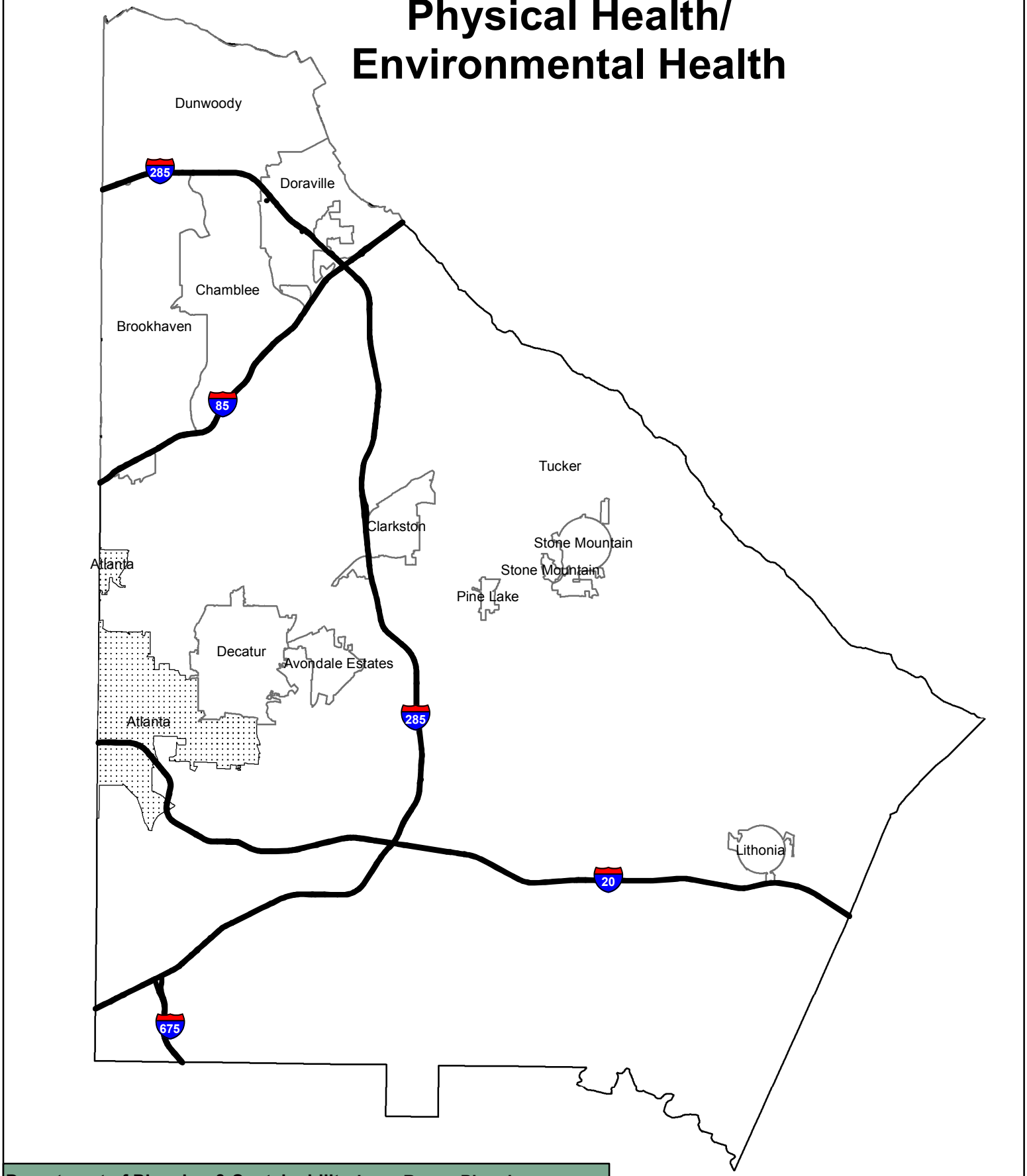
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Physical Health/ Environmental Health



Department of Planning & Sustainability - Long Range Planning

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Physical Health/Environmental Health

DeKalb County Provides Service

Not Available

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 III. 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:DEKALB COUNTY	**Service:*Public Hospital***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **Fulton-DeKalb Hospital Authority on behalf of DeKalb County**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
Fulton-DeKalb Hospital Authority	Special Tax Assessment; General Fund
Avondale Estates	Special Tax Assessment; General Fund
DeKalb County, Atlanta, Brookhaven	Special Tax Assessment; General Fund
Chamblee, Clarkston, Decatur	Special Tax Assessment; General Fund
Doraville, Dunwoody, Lithonia	Special Tax Assessment; General Fund
Pine Lake, Stone Mountain	Special Tax Assessment; General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*
Contract/Operate Grady Hosp.	DeKalb County with the Fulton-DeKalb	6/20/1984 - 12/31/2013
	Hospital Authority	

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?

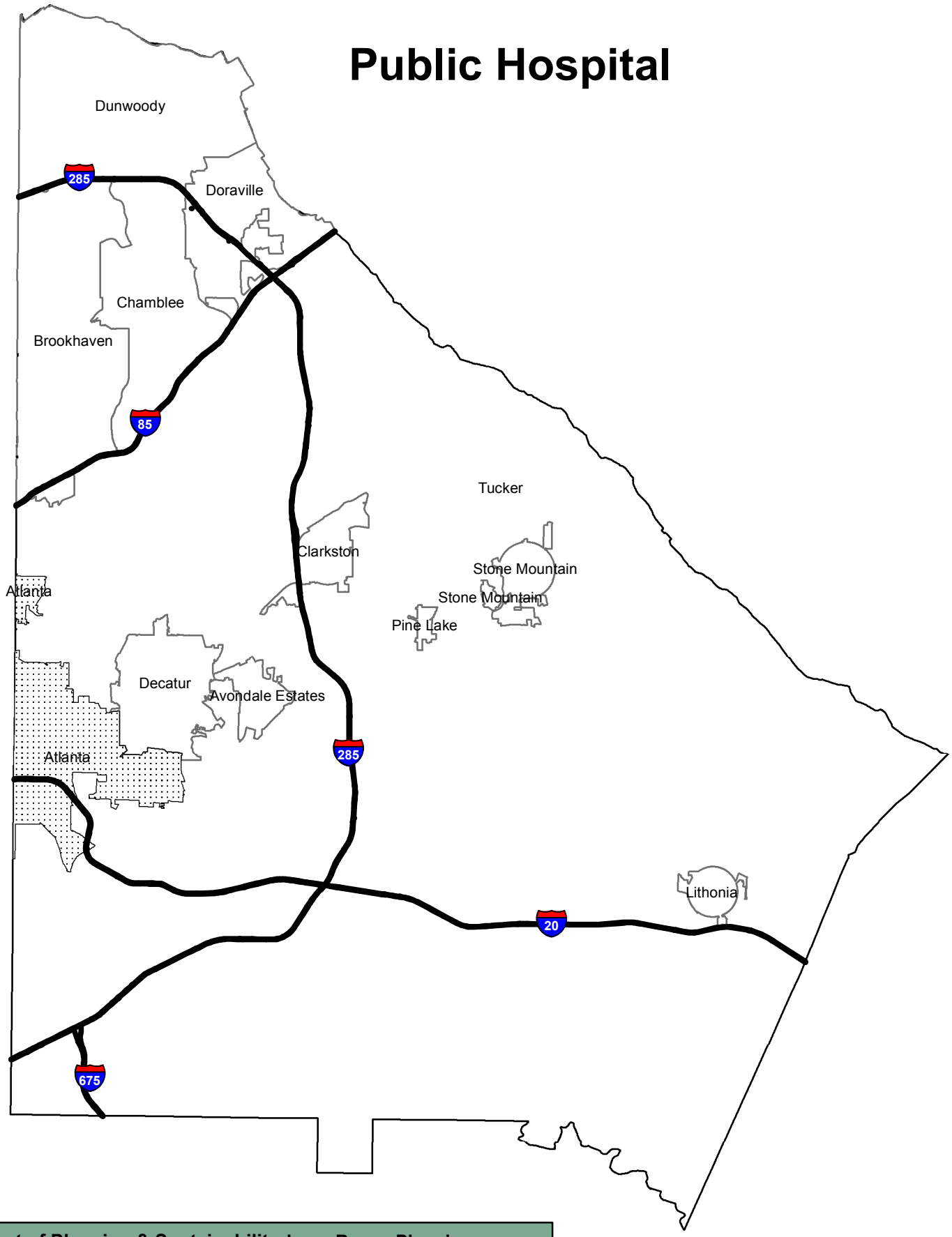
Parties involved continue to execute previous contract until a new contract is negotiated. Negotiations are on-going.

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Public Hospital



Department of Planning & Sustainability - Long Range Planning

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Public Hospital

DeKalb County Provides Service

Not Available

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 III. 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:DEKALB COUNTY	**Service:*Mental Health / Substance Abuse***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County Service Board on behalf of DeKalb County**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County	General Fund
Avondale Estates, Brookhaven,	General Fund
Chamblee, Clarkston, Decatur,	General Fund
Doraville, Dunwoody, Lithonia,	General Fund
Pine Lake, Stone Mountain	General Fund

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

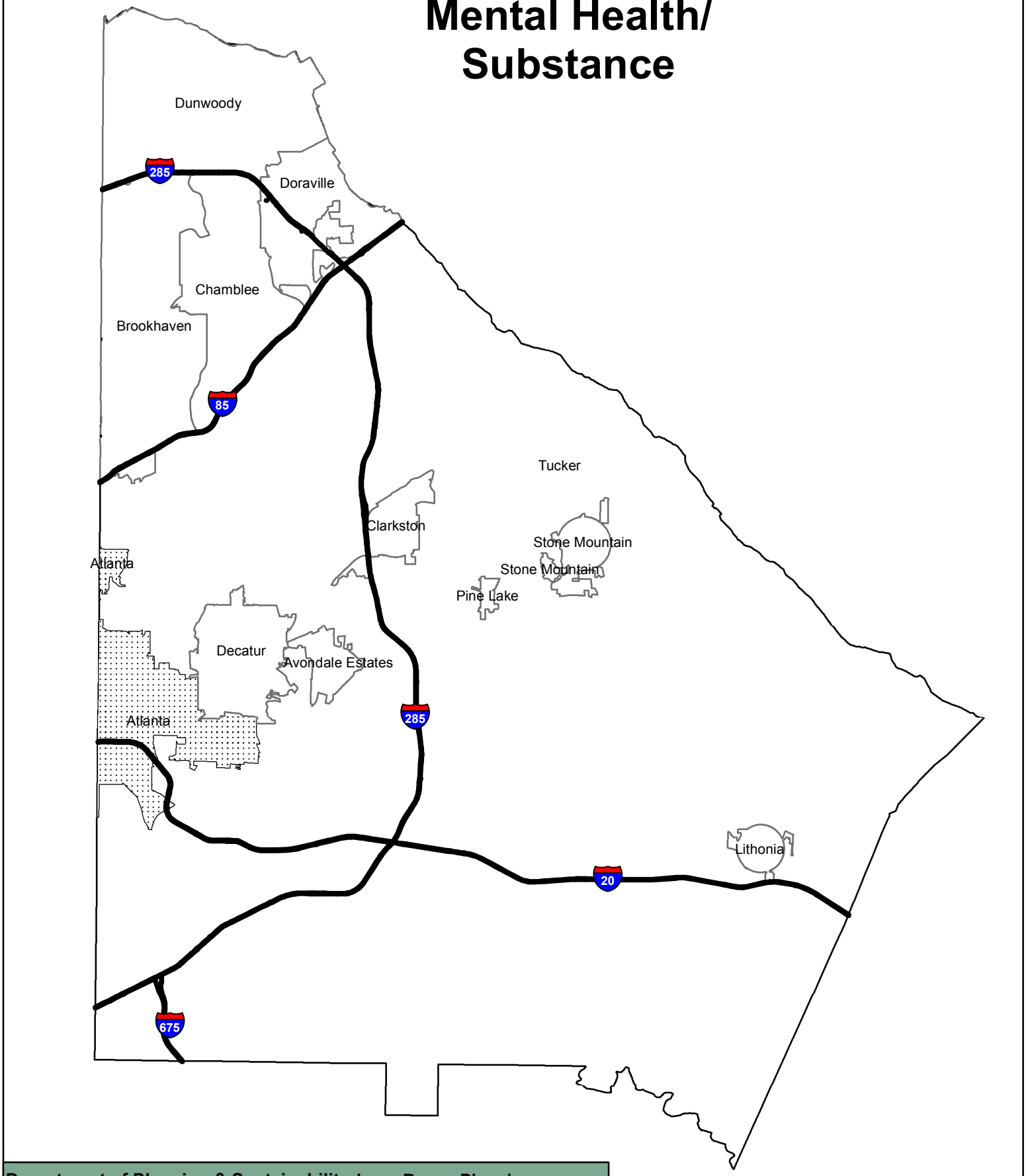
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Mental Health/ Substance



Department of Planning & Sustainability - Long Range Planning

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Mental Health/Substance

DeKalb County Provides Service

Not Available

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 III. 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:DEKALB COUNTY	**Service:*Welfare***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County Housing Authority, Atlanta Housing Authority, Lithonia Housing Authority**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County	General & State Funds
Atlanta, Avondale Estates	General & State Funds
Brookhaven, Chamblee, Clarkston	General & State Funds
Decatur, Doraville, Dunwoody	General & State Funds
Lithonia, Pine Lake, Stone Mountain	General & State Funds

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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

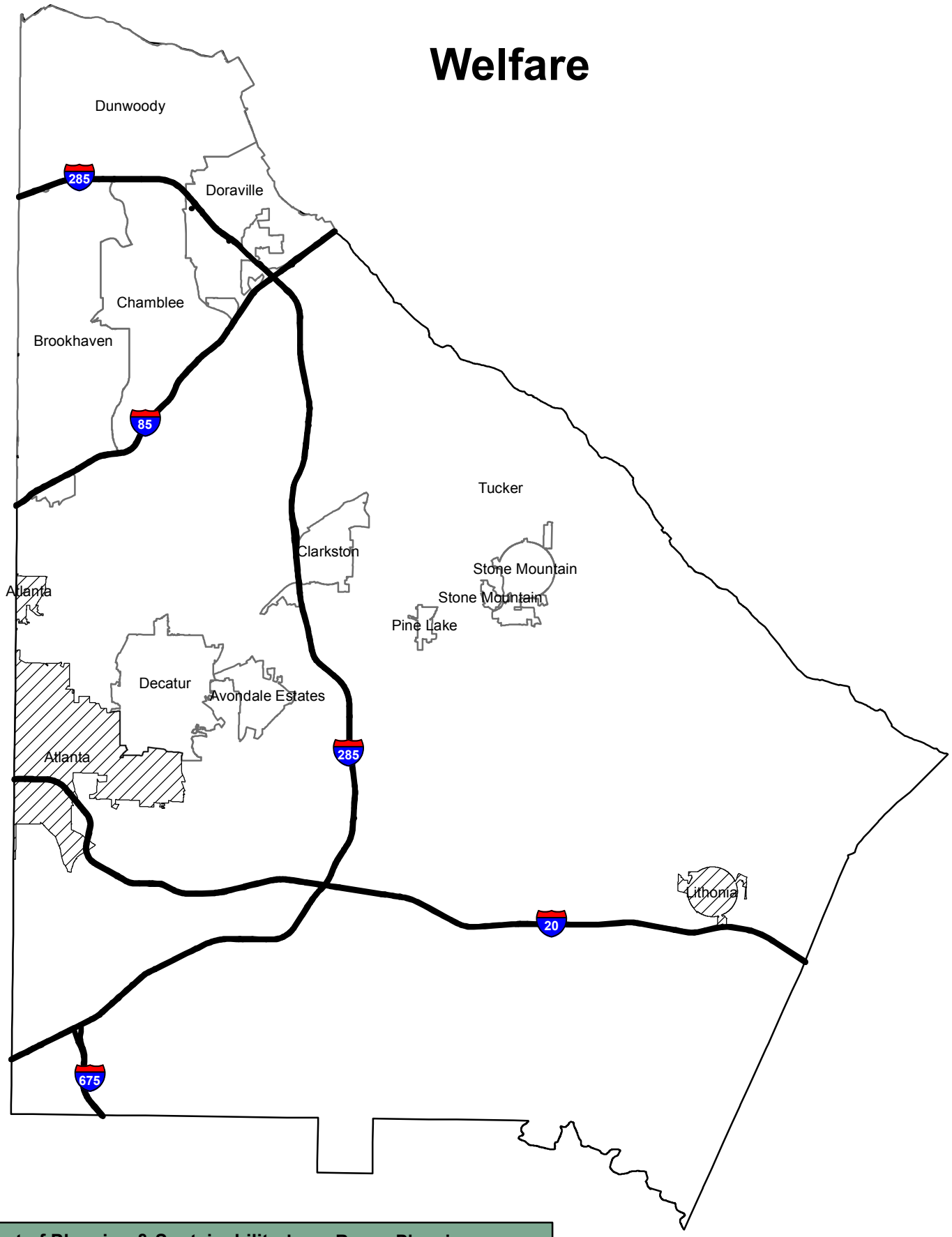
None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: August 2016

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:

Welfare



Department of Planning & Sustainability - Long Range Planning

N
W E
S

0 1.5 3 Miles

Welfare

DeKalb County Provides Service

Municipality Provides Service

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 III. 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:DEKALB COUNTY	**Service:*Senior Services***

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

☐ 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.):

☐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.):

☐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:

☐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.):

☒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.): **DeKalb County**

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

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

☒***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
DeKalb County	General Funds

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

No change.

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

Agreement Name	*Contracting Parties*	*Effective and Ending Dates*

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?

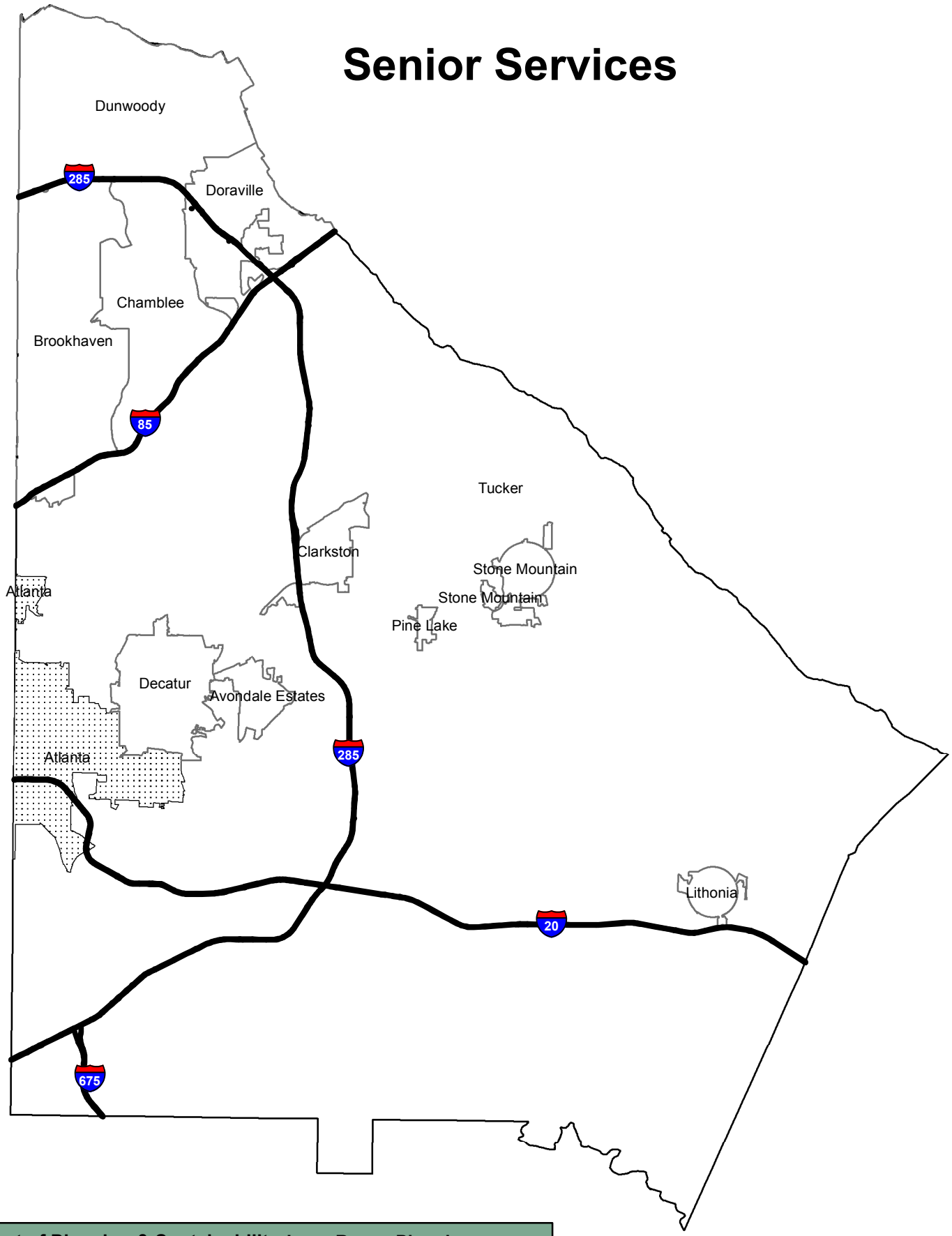
Contract 99-752D, with DeKalb County and Senior Connections (1/01/99-12/31/199 revised 7/1/99- 12/31/99.
Parties invovled are operating under previous contract until a new contract is executed. Negotiations are on-going.
Statement of services, Senior Connections, Inc. Exhibit A

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: November 2016

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:

Senior Services



Department of Planning & Sustainability - Long Range Planning

N
W E
S

0 1.5 3 Miles

Senior Services

DeKalb County Provides Service

Not Available

Georgia Department of Community Affairs

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:DeKalb County

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

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

☐ Amendments to existing comprehensive plans

☐ Adoption of a joint comprehensive plan

☐ Other measures (amend zoning ordinances, add environmental regulations, etc.)

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

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? See Attachments B and C

4. Person completing form: **Cedric Hudson**

Phone number: **404-371-2789** Date completed: August 2016

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:

ANDREW BAKER, AICP, DIRECTOR OF PLANNING AND SUSTAINABILITY, 404-371-2155

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
DEKALB COUNTY	Interim CEO	Lee May	Lee May	10/25/16

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
DEKALB COUNTY	Interim CEO	Lee May		
CITY OF ATLANTA	Mayor	Kasim Reed		
AVONDALE ESTATES	Mayor	Jonathan Elmore		10/10/16
CITY OF BROOKHAVEN	Mayor	John Ernst		
CITY OF CHAMBLEE	Mayor	R. Eric Clarkson		
CITY CLARKSTON	Mayor	Ted Terry		
CITY OF DECATUR	Mayor	Patti Garrett		
CITY OF DORAVILLE	Mayor	Donna Pittman		
CITY OF DUNWOODY	Mayor	Denis L. Shortal		
CITY OF LITHONIA	Mayor	Deborah A Jackson		
CITY OF PINE LAKE	Mayor	Melanie Hammet		
STONE MOUNTAIN	Mayor	Patricia Wheeler		

A RESOLUTION

A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY WITH DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Brookhaven Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") have worked together to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, and December 9, 2014; and

WHEREAS, DeKalb County and the City of Avondale Estates have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor & Commissioners of the City of Avondale Estates, and it is hereby resolved by authority of the same, that the City

hereby adopts as its service delivery strategy with DeKalb County the documents attached hereto and entitled as "Service Delivery Strategy Form 4: Certifications" including the two (2) pages labeled as Exhibit "A" thereto. Such strategy shall remain in force and effect until October 31, 2026 or until it is duly amended by the parties. The City Manager is authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Avondale Estates Board of Mayor and Commissioners this 10th day of October, 2016.

BOARD OF MAYOR AND COMMISSIONERS
CITY OF AVONDALE ESTATES, GEORGIA

JONATHAN ELMORE, MAYOR

ATTEST:

Gina Hill, City Clerk

APPROVED AS TO FORM:

Robert E. Wilson, City Attorney

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DeKalb

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
BROOKHAVEN	City Manager	Christian Sigman	Christian Sigman	10/25/16

summary matrix attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of City of Brookhaven, and it is hereby resolved by authority of the same that DeKalb County's 2016 Renewed and Revised Service Delivery Strategy Matrix (Attachment A) for the City of Brookhaven, Georgia summarizes the Service Delivery Strategy for DeKalb County as it pertains to the City of Brookhaven. Such strategy shall remain in force and effect until October 31, 2026. The DeKalb County Chief Executive Officer and the City of Brookhaven are authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the City of Brookhaven this 25th day of October, 2016.

Approved:

John A. Ernst Jr., Mayor

ATTEST

Sandra Bryant
Deputy City Clerk

Susan Hiott, City Clerk

Approved as to form:

Chris Balch, City Attorney

DeKalb County's 2016 Renewed and Revised Service Delivery Strategy Matrix for the City of Brookhaven, Georgia

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
CITY OF CHAMBLEE	Mayor	R. Eric Clarkson		10/24/16

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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:

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
CITY OF DUNWOODY	Mayor	Denis L. Shortal	Denis L. Shortal	10-18-16

STATE OF GEORGIA
CITY OF DUNWOODY **RESOLUTION 2016-10-30**

A RESOLUTION TO APPROVE THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA AND THE CITY OF DUNWOODY, AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-70-1, et. seq. requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be established by adoption of a resolution:

(1) By the DeKalb County governing authority;
(2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the County;
(3) By the Municipality that serves as the DeKalb County site if not included in paragraph (2) of this subsection;
(4) And by no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the County if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, and December 9, 2014; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody that he City of Dunwoody adopts as its service delivery strategy the documents attached hereto and entitled as the "service delivery strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2026. The City Manager is authorized to execute all necessary documents so long as they substantially comply with this Resolution.

BE IT FURTHER RESOLVED, that any and all resolutions or any part thereof in conflict with this Resolution are hereby repealed. This Resolution shall be effective immediately upon its adoption.

STATE OF GEORGIA
CITY OF DUNWOODY **RESOLUTION 2016-10-30**

SO RESOLVED AND EFFECTIVE this 10th day of October, 2016.

Approved:

Denis L. Shortal, Mayor

Attest:

Sharon Lowery, City Clerk
(SEAL)

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DeKalb

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
CITY OF DECATUR	Mayor	Patti Garrett	Patricia M Garrett	10-26-2016

R-16-17
RESOLUTION

WHEREAS, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain (the "Cities") have participated in the update of the service delivery strategy; and,

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

1) the DeKalb County governing authority; and,
2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
4) no less than 50% of the remaining municipalities within the county which contains at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

WHEREAS, the local government service delivery strategy agreement must be approved by the City of Decatur; and,

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by the City of Decatur on August 16, 1999 and resolutions extending or amending the local government service delivery strategy were adopted on October 16, 2006; August 20, 2007; October 15, 2007; October 6, 2008; April 6, 2009; October 19, 2009; April 19, 2010; December 6, 2010; and December 1, 2014; and,

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Commission of the City of Decatur, Georgia, and it is hereby resolved by the authority of the same that the "Service Delivery Strategy for DeKalb County and the City of Decatur" is affirmed as described by the "DeKalb County Service Delivery Strategy 2016" attached as "Exhibit A"; and,

BE IT FURTHER RESOLVED that such strategy shall remain in force and effect until October 31, 2026; and,

BE IT FURTHER RESOLVED that the Mayor is authorized to execute all necessary documents so long as they substantially comply with this resolution; and,

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

This 17th day of October, 2016.

Patricia W Garrett
Mayor

ATTEST: Peggy Merriss
Acting City Clerk

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
CITY OF DORAVILLE	MAYOR	DONNA PITTMAN		10/17/2016

CERTIFIED
OCT 17 2016
Doraville City Clerk

State of Georgia
DeKalb County
City of Doraville

CERTIFIED
OCT 17 2016
Sherry L. Henderson
Doraville City Clerk

RESOLUTION NO. 2016 -76

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DORAVILLE, GEORGIA GRANTING APPROVAL OF THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA AND THE CITY OF DORAVILLE; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates,Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

(1) By the DeKalb County governing authority;

(2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;

(3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and

(4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, and December 9, 2014; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

State of Georgia
DeKalb County
City of Doraville

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of City of Doraville, and it is hereby resolved by authority of the same, that City of Doraville adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2026. The Mayor is authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

APPROVED AND ADOPTED by the City of Doraville Mayor and Council this 17 day of OCTOBER 2016.

DORAVILLE GEORGIA

DONNA PITTMAN
Mayor
City of Doraville, GA

ATTEST:

SHERRY D. HENDERSON
City Clerk
City of Doraville, GA

APPROVED AS TO FORM:

CECIL MCLENDON, ESQ.
City Attorney
City of Doraville, GA

DeKalb County Service Delivery Strategy 2016

Public Works Services in DeKalb Municipalities and Atlanta

Public Works	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Water Treatment / Water Distribution	Water and sewr fees.	D	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Wastewater Collection & Treatment	Water and sewer fees.	D											D + IGA
Sanitation		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Refuse Collection	Sanitation fees.	D	D	DC	D	D	D	D	DC	DC	D	D	D
Landfill	Sanitation fees.	DC	DC	DC	DC	DC	DC	D	DC	DC	DC	D	D
Recycling Programs	Sanitation fees.	D	D	DC	D	D	D	D	DC	D/DC	D	D	D
Roads & Drainage		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Street Construction	Spec Tax District	D	D	D	D	D	D	D	D	D	D	D	D
Street Maintenance	Spec Tax District	D	D	D	D	D	D	D	D	D	D	D	D
Street Cleaning	Spec Tax District	D	D	D	D	D	D	D	D	D	D	D	D
Traffic Signaling	Special Tax District	DC	DC	DC	D	DC	DC	DC	DC	DC	DC	DC	D
Street Signage	Spec Tax District	D	DC	D	D	DC	D	D	D	DC	DC	D	D
Storm Water	Stormwater fees.	D	D/DC	D	D	D	D	D	D	D/DC	D	D	D
Cemetery	Currently Spec Tax District, will move to General Tax in FY17.	DC	DC	DC	DC	DC	DC	DC	DC	DC	N/A	D	D
Transportation		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Development Permit Reviews	Fees.	D	D	D	D	DC	D	D	D	DC	DC	DC	D
Utility Encroachment Permitting	Fees.	D	D	D	D	DC	D	D	D	DC	DC	DC	D
Traffic Calming Program	Fees.	D	D	D	D	DC	D	D	D	DC	DC	DC	D
Airport	Charges and fees.	D	DC	DC	DC	DC	DC	A	DC	DC	DC	DC	D

Definitions	
WATER TREATMENT/WATER DISTRIBUTION	Self explanatory.
WASTEWATER COLLECTIONS & TREATMENT	Self explanatory.
REFUSE COLLECTION	Weekly collection and haul of waste and debris. Also the provision of containers.
LANDFILL	Use of public, private or DeKalb County is considered contract; not intergovernmental agreement.
RECYCLING PROGRAMS	Provision of containers, collection, and haul of composting and biodegrable waste.
STREET CONSTRUCTION & MAINTENANCE	Pothole repair, patching, basic curb and sidewalk repair. Emergency response including downed trees, after-hour emergency response. Winter response including snow and ice removal, salt, and gravel deployment. Traffic signs and road markings/stripping.
STREET CLEANING	Right of way mowing, tree trimming, leaf removal, etc.
TRAFFIC SIGNALING	Maintenance for all traffic signals, school flashers and intersection beacons.
STORM WATER	Self explanatory.
DEVELOPMENT PERMIT REVIEWS	Review of land disturbance permit applications for inclusion of proper improvements within the road right-of-way per County code. Items reviewed include sidewalks, turn lanes, right-of-way dedication, and sight distance.
UTILITY ENCROACHMENT PERMITTING	DC
TRAFFIC CALMING PROGRAM	Upon request by the city, work with citizens on a petition program for adding traffic calming devices (speed tables, bulb outs, etc.) in residential areas.
CEMETERY	Only includes burial of indigents, from DeKalb County. Also includes mowing.
AIRPORT	Self explanatory.

D: Direct
A: Authority
DC: DeKalb County

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
LITHONIA	MAYOR	DEBORAH A. JACKSON		10-21-16

RESOLUTION NO. 16-08-01

A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY WITH DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

(1) By the DeKalb County governing authority;
(2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
(3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
(4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, and December 9, 2014; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Lithonia, Georgia, and it is hereby resolved by authority of the same that the City of Lithonia adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2026. The Mayor is authorized to execute all necessary documents so long as they substantially

comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

This 2nd day of August, 2016.

BY AND FOR THE CITY OF LITHONIA, GEORGIA

DEBORAH A. JACKSON
MAYOR

ATTEST: [SEAL]

CITY CLERK

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
Clarkston	Mayor	Ted Terry		10/21/16

A RESOLUTION BY THE CLARKSTON CITY COUNCIL

TO RENEW THE SERVICE DELIVERY STRATEGY WITH DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Brookhaven Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") have worked together to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, and December 9, 2014; and

WHEREAS, DeKalb County and the City of Clarkston have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clarkston, and it is hereby resolved by authority of the same, that the City hereby adopts as its service delivery

strategy with DeKalb County the documents attached hereto and entitled as "Service Delivery Strategy Form 4: Certifications" including the two (2) pages labeled as "Attachment A" thereto. Such strategy shall remain in force and effect until October 31, 2026 or until it is duly amended by the parties. The Mayor and City Manager are authorized to execute all necessary documents related to approved service delivery strategy so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Clarkston City Council this 4th day of October, 2016.

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

TED TERRY, Mayor

ATTEST:

Tracy Ashby, City Clerk

Approved as to Form:

10-4-16

Stephen G. Quinn, City Attorney

ATTACHMENT A

DeKalb County Service Delivery Strategy 2016

Summary of Services in DeKalb County Cities

General Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Finance	D	D	D	D	D	D	D	D	D	D	D	D
Purchasing	D	D	D	D	D	D	D	D	D	D	D	D
Information Technologies	D	D	D	D	D	D	D	D	D	D	D	D
GIS (Basic)	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Parcel Creation	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Parcel Maintenance	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
GIS (Non-Basic)	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Specialized Data/Mapping	D	D	D	D	D	D	D	D	D	D	D	D
Elections	DC	DC	IG-DC	DC	DC	DC	DC	DC	DC	DC	D/DC	D
Personnel	D	D	D	D	D	D	D	D	D	D	D	D
Property Tax Collections/ Tax Billing	DC	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
Legal/Judicial Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Public Defender	D	D	D	D	D	D	D	D	D	D	D	D
Solicitor	D	D	D	D	D	D	D	D	D	D	D	D
Local Government Attorney	D	D	D	D	D	D	D	D	D	D	D	D
Public Safety	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Police (Basic)	D	D	D	D	D	D	D	D	D/DC	D/DC	D	D
Police (Non-basic)	D	DC	D	DC	DC	DC	D	D	DC	DC	DC	D
Animal Control	DC	DC	DC	D	DC	D	D	DC	DC	DC	DC	D
Medical Examiner	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Fire Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Fire & Rescue	D	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
Fire Inspections	D	D/DC	D/DC	DC	D/DC	D	DC	DC	D/DC	DC	D/DC	D
Fire Prevention/ Marshal	D	D/DC	D/DC	DC	D/DC	D	DC	D/DC	DC	DC	D/DC	D
EMS	DC	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
General	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Sheriff /Jail & Evictions	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Marshal/ Real Estate & Warrants	DC	D/DC	DC	DC	DC	D/DC	DC	DC	DC	D/DC	DC	D
911	D	DC	D	D	DC	D	D	A	DC	DC	DC	D
Dispatch	D	DC	D	D	D	D	D	A/DC	DC	DC	DC	D
Emergency Management	DC	DC	DC	DC	DC	D/DC	D/DC	DC	DC	D/DC	DC	D
Radio System	D	DC	DC	DC	DC	DC	DC	D	DC	DC	DC	D
Planning / Development	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Strutural Inspections / Permits	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plans Review	D	D	D	D	D	D	D	D	D	D	D	D
Electrical Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Building Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Plumbing Inspection	D	D	D	D	D	D	D	D	D	D	D	D
HVAC Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Fire Inspections	D	D	D	D	D	D	D	D	D	D	D	D
Land Development	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plan Review Coordination	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Plan Review	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Final Plat Processing	D	D	D	D	D	D	D	D	D	D	D	D
Permits and Zoning	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Building Permits	D	D	D	D	D	D	D	D	D	D	D	D
Plans Review	D	D	D	D	D	D	D	D	D	D	D	D

ATTACHMENT A

DeKalb County Service Delivery Strategy 2016

Summary of Services in DeKalb County Cities

Zoning Review	D	D	D	D	D	D	D	D	D	D	D	D
Trade Permits	D	D	D	D	D	D	D	D	D	D	D	D
Certificate of Occupancy	D	D	D	D	D	D	D	D	D	D	D	D
Planning & Related	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Planning / Zoning	D	D	D	D	D	D	D	D	D	D	D	D
Business & Alcohol License	D	D	D	D	D	D	D	D	D	D	D	D
Community Development - CDBG	D	D	DC	DC	DC	DC	DC	N/A	DC	N/A	DC	D
Economic Development	D	D	D	D	D	D	D	D	D	N/A	D	A
Code Enforcement/Beautification	D	D	D	D	D	D	D	D	D	N/A	D	D
Community Development CDBG / HOME /ESGP	D	DC	DC	DC	DC	DC	N/A	N/A	DC	N/A	DC	D
Public Housing	A	N/A	N/A	A	A	A	A	A	A	N/A	A	A
Public Works	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Water Treatment / Water Distribution	D	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Wastewater Collection & Treatment	D											D + IGA
Sanitation	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Refuse Collection	D	D	DC	D	D	D	D	DC	DC	D	D	D
Landfill	DC	DC	DC	DC	DC	DC	D	DC	DC	DC	D	D
Recycling Programs	D	D	DC	D	D	D	D	DC	D/DC	D	D	D
Roads & Drainage	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Street Construction	D	D	D	D	D	D	D	D	D	D	D	D
Street Maintenance	D	D	D	D	D	D	D	D	D	D	D	D
Street Cleaning	D	D	D	D	D	D	D	D	D	D	D	D
Traffic Signaling	D	DC	D	D	D	DC	DC	D	DC	DC	DC	D
Street Signage	D	D	D	D	D	D	D	D	D	D	D	D
Storm Water	D	D/DC	D	D	D	D	D	D	D/DC	D	D	D
Cemetery	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D	D
Transportation	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Development Permit Reviews	D	D	D	D	DC	D	D	D	DC	DC	DC	D
Utility Encroachment Permitting	D	D	D	D	DC	D	D	D	DC	DC	DC	D
Traffic Calming Program	D	D	D	D	D	D	D	D	DC	DC	DC	D
Airport	D	DC	DC	DC	DC	DC	A	DC	DC	DC	DC	D
Leisure Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Parks	D	D	D	D	D	D	D	D	D/DC	D	D	D
Recreation Programs	D	D	D	D	D	D	D	D	DC	D	D	D
Libraries	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Health and Social Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Physical Health / Environmental Health	N/A	These services are provided by DeKalb County and paid for by general funds. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Hospital	N/A											D
Mental Health / Substance Abuse	N/A											D
Welfare	N/A											D
Senior Services	N/A											D

D: Direct (Jurisdiction provides its own service)

DC: DeKalb County (The County is the sole provider of service)

A: Authority

IGA: Service provided by another jurisdiction through Intergovernmental Agreement

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DeKalb

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
— PINE LAKE	MAYOR	MELANIE HAMMET	Melanie Hammet	10/10/16

RESOLUTION R-08-2016

A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

(1) By the DeKalb County governing authority;

(2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;

(3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and

(4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, and December 9, 2014; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of DeKalb County, and it is hereby resolved by authority of the same, that DeKalb County adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2026. The Chief Executive Officer is authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 10th day of Oct, 2016.

Melanie Hammet

MELANIE HAMMET
Mayor, City of Pine Lake, Georgia

ATTEST:

Valerie Caldwell

VALERIE CALDWELL
City Clerk
City of Pine Lake, Georgia

APPROVED AS TO FORM:

LAUREL HENDERSON
City Attorney
City of Pine Lake, Georgia

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
City of Stone Mountain	Mayor	Patricia Wheeler	Patricia Wheeler	10/24/12

RESOLUTION 2016-26

A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

(1) By the DeKalb County governing authority;

(2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;

(3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and

(4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, December 14, 2010, and December 9, 2014; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about October 31, 2016, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Stone Mountain, Georgia, and it is hereby resolved by authority of the same, that the City of Stone Mountain adopts as its service delivery strategy the documents attached hereto and entitled as the "Stone Mountain and DeKalb County Service Delivery Strategy." Such strategy shall remain in force and effect until October 31, 2026. The Mayor is authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council of the City of Stone Mountain, Georgia this 4th day of October, 2016.

Patricia Wheeler
Mayor Patricia Wheeler

Kate Settle
City Clerk Kate Settle

APPROVED AS TO FORM:

City Attorney Joe Fowler

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 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: DEKALB

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
ATLANTA	Mayor	Kasim Reed		10/21/16

MAYOR'S ACTION AUTHENTICATION PAGE

16-R-4114
Adopted by the Atlanta City Council
September 6, 2016

APPROVED

SEP 15 2016

WITHOUT SIGNATURE
BY OPERATION OF LAW

MAYOR'S ACTION

			09-06-16
ITEMS ADOPTED ON CONSENT	**ITEMS ADOPTED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**
1. 16-O-1356	40. 16-R-4113	79. 16-R-4153	118. 16-R-4192
2. 16-O-1420	41. 16-R-4249	80. 16-R-4154	119. 16-R-4193
3. 16-O-1432	42. 16-R-4250	81. 16-R-4155	120. 16-R-4194
4. 16-O-1439	43. 16-R-4228	82. 16-R-4156	121. 16-R-4195
5. 16-O-1444	44. 16-R-4229	83. 16-R-4157	122. 16-R-4196
6. 16-O-1445	45. 16-R-4230	84. 16-R-4158	123. 16-R-4197
7. 16-O-1441	46. 16-R-4231	85. 16-R-4159	124. 16-R-4198
8. 16-O-1419	47. 16-R-4232	86. 16-R-4160	125. 16-R-4199
9. 16-O-1429	48. 16-R-4233	87. 16-R-4161	126. 16-R-4200
10. 16-R-4118	49. 16-R-4234	88. 16-R-4162	127. 16-R-4201
11. 16-R-4119	50. 16-R-4252	89. 16-R-4163	128. 16-R-4202
12. 16-R-4120	51. 16-R-4125	90. 16-R-4164	129. 16-R-4203
13. 16-R-4121	52. 16-R-4126	91. 16-R-4165	130. 16-R-4204
14. 16-R-4122	53. 16-R-4127	92. 16-R-4166	131. 16-R-4205
15. 16-R-4123	54. 16-R-4128	93. 16-R-4167	132. 16-R-4206
16. 16-R-4124	55. 16-R-4129	94. 16-R-4168	133. 16-R-4207
17. 16-R-4091	56. 16-R-4130	95. 16-R-4169	134. 16-R-4208
18. 16-R-4102	57. 16-R-4131	96. 16-R-4170	135. 16-R-4209
19. 16-R-4103	58. 16-R-4132	97. 16-R-4171	136. 16-R-4210
20. 16-R-4109	59. 16-R-4133	98. 16-R-4172	137. 16-R-4211
21. 16-R-4114	60. 16-R-4134	99. 16-R-4173	138. 16-R-4212
22. 16-R-4235	61. 16-R-4135	100. 16-R-4174	139. 16-R-4213
23. 16-R-4236	62. 16-R-4136	101. 16-R-4175	140. 16-R-4214
24. 16-R-4238	63. 16-R-4137	102. 16-R-4176	141. 16-R-4215
25. 16-R-4239	64. 16-R-4138	103. 16-R-4177	142. 16-R-4216
26. 16-R-4240	65. 16-R-4139	104. 16-R-4178	143. 16-R-4217
27. 16-R-4241	66. 16-R-4140	105. 16-R-4179	144. 16-R-4218
28. 16-R-4243	67. 16-R-4141	106. 16-R-4180	145. 16-R-4219
29. 16-R-4247	68. 16-R-4142	107. 16-R-4181	146. 16-R-4220
30. 16-R-4253	69. 16-R-4143	108. 16-R-4182	147. 16-R-4221
31. 16-R-4254	70. 16-R-4144	109. 16-R-4183	148. 61-R-4222
32. 16-R-3839	71. 16-R-4145	110. 16-R-4184	149. 16-R-4223
33. 16-R-4107	72. 16-R-4146	111. 16-R-4185	150. 16-R-4224
34. 16-R-4108	73. 16-R-4147	112. 16-R-4186	151. 16-R-4225
35. 16-R-4110	74. 16-R-4148	113. 16-R-4187	152. 16-R-4226
36. 16-R-4115	75. 16-R-4149	114. 16-R-4188	153. 16-R-4227
37. 16-R-4116	76. 16-R-4150	115. 16-R-4189	
38. 16-R-4117	77. 16-R-4151	116. 16-R-4190	
39. 16-R-4112	78. 16-R-4152	117. 16-R-4191	

16 - R - 4114

(Do Not Write Above This Line) 4114

OLUTION

OLUTION AUTHORIZING THE APPROVAL ADOPTION OF THE DEKALB COUNTY CE DELIVERY STRATEGY; AUTHORIZING MAYOR TO EXECUTE THE DEKALB TY SERVICE DELIVERY STRATEGY ON F OF THE CITY; AND FOR OTHER SES.

ADOPTED BY

SEP 06 2016

COUNCIL

ted AS Amended

First Reading

Committee

Date

Chair

Referred To

Committee: Finance/Executive

Date: 8-24-16

Chair

Action: Fav, Adv, Hold (see rev. side)

Other: as Amended

Members: Adrean, Moore

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

103.23

FINAL COUNCIL ACTION

2nd ☐ 1st & 2nd ☐ 3rd Readings

Consent ☐ V Vote ☐ RC Vote

CERTIFIED

SEP 06 2016

ATLANTA CITY COUNCIL PRESIDENT

CERTIFIED

SEP 06 2016

MUNICIPAL CLERK

SENT REFER

ULAR REPORT REFER

ERTISE & REFER

OPT 2ND READ & REFER

ONAL PAPER REFER

Referred To: 8/15/16 Fin/ Exec

Referred To:

Referred: To:

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action: Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

MAYOR'S ACTION

APPROVED

SEP 15

WITHOUT SIGNATURE BY OPERATION OF LAW

CITY COUNCIL
ATLANTA, GEORGIA

16-R-4114

A RESOLUTION BY COUNCILMEMBER MICHAEL JULIAN BOND AS AMENDED BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE APPROVAL AND ADOPTION OF THE DEKALB COUNTY SERVICE DELIVERY STRATEGY; AUTHORIZING THE MAYOR TO EXECUTE THE DEKALB COUNTY SERVICE DELIVERY STRATEGY, ON BEHALF OF THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-21 requires each county and municipality to execute an agreement for the implementation of a local government service delivery strategy ("SDS" or "SDS Agreement" as the context requires); and

WHEREAS, O.C.G.A. § 36-70-24(1) generally provides that the SDS must promote the delivery of local government services in the most efficient, effective, and responsive manner, including the identification of steps to be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery; and

WHEREAS, the City previously entered into SDS Agreements with DeKalb County and its municipalities (Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Lithonia, Pine Lake, and Stone Mountain) pursuant to Resolutions 99-R-1497,05-R-1859, 10-R-2112 (as amended by 14-R-4495); and

WHEREAS, , the existing SDS Agreement between the City of Atlanta and DeKalb County and the aforementioned municipalities is set to expire on October 31, 2016; and

WHEREAS, O.C.G.A. § 36-70-25 provides that the county and each municipality within the county shall participate in the development of the SDS and which shall be approved by adoption of a resolution by: the county governing authority; the governing authority of each city within the county which has a population of 9,000 or greater within the county; the city which serves as the county seat; and by no less than 50% of the remaining cities which have a population of at least 500 persons within the county; and

WHEREAS, pursuant to O.C.G.A. § 36-70-25, DeKalb County must file the adopted SDS with the Georgia Department of Community Affairs ("DCA") which must in turn verify that the SDS includes the required components enumerated in O.C.G.A. § 36-70-23 and the minimum criteria enumerated in O.C.G.A. § 36-70-24; and

WHEREAS, O.C.G.A. § 36-70-27 provides that no state administered financial assistance or grant, loan, or permit shall be issued ("sanctions") to any local government or authority which is not included in a DCA verified SDS or for any project which is inconsistent with such SDS.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES and adopts

the Service Delivery Strategy Agreement between the City of Atlanta and DeKalb County in the form on file with the Municipal Clerk and incorporated herein by reference and summarized in matrix format attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the Service Delivery Strategy Agreement shall remain in full force and effect until amended hereafter as required by law.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign all necessary documents and certifications so long as they substantially comply with this Resolution.

BE IT FINALLY RESOLVED that any and all Resolutions, or any part thereof, in conflict with this Resolution are hereby repealed.

ATTACHMENT A

DeKalb County Service Delivery Strategy 2016

Summary of Services in DeKalb County Cities

General Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Finance	D	D	D	D	D	D	D	D	D	D	D	D
Purchasing	D	D	D	D	D	D	D	D	D	D	D	D
Information Technologies	D	D	D	D	D	D	D	D	D	D	D	D
GIS (Basic)	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Parcel Creation	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Parcel Maintenance	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
GIS (Non-Basic)	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Specialized Data/Mapping	D	D	D	D	D	D	D	D	D	D	D	D
Elections	DC	DC	IG-DC	DC	DC	DC	DC	DC	DC	DC	D/DC	D
Personnel	D	D	D	D	D	D	D	D	D	D	D	D
Property Tax Collections/ Tax Billing	DC	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
Legal/Judicial Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Public Defender	D	D	D	D	D	D	D	D	D	D	D	D
Solicitor	D	D	D	D	D	D	D	D	D	D	D	D
Local Government Attorney	D	D	D	D	D	D	D	D	D	D	D	D
Public Safety	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Police (Basic)	D	D	D	D	D/DC	D	D	D	D/DC	D/DC	D	D
Police (Non-basic)	D	DC	D	DC	DC	DC	D	D	DC	DC	DC	D
Animal Control	DC	DC	DC	D	DC	D	D	DC	DC	DC	DC	D
Medical Examiner	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Emergency Management	DC	DC	DC	DC	DC	DC	DC	DC	DC	D/DC	DC	D
Fire Services	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Fire & Rescue	D	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
Fire Inspections	D	D/DC	D/DC	DC	D/DC	D	DC	DC	D/DC	DC	D/DC	D
Fire Prevention/ Marshal	D	D/DC	D/DC	DC	D/DC	D	DC	DC	DC	DC	D/DC	D
EMS	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
General	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Sheriff /Jail & Evictions	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Marshal/ Real Estate & Warrants	DC	D/DC	DC	DC	DC	D/DC	DC	DC	DC	D/DC	DC	D
911	D	DC	D	D	DC	D	D	A	DC	DC	DC	D
Dispatch	D	DC	D	D	D	D	D	A/DC	DC	DC	DC	D
Medical Examiner	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Emergency Management	DC	DC	DC	DC	DC	D/DC	DC	DC	DC	D/DC	DC	D
Radio System	D	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Planning / Development	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Strutural Inspections / Permits	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plans Review	D	D	D	D	D	D	D	D	D	D	D	D
Electrical Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Building Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Plumbing Inspection	D	D	D	D	D	D	D	D	D	D	D	D
HVAC Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Fire Inspections	D	D	D	D	D	D	D	D	D	D	D	D
Land Development	**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plan Review Coordination	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Plan Review	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Inspection	D	D	D	D	D	D	D	D	D	D	D	D
Final Plat Processing	D	D	D	D	D	D	D	D	D	D	D	D
Permits and Zoning	**Atlanta**	**Avondale**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone**	**DeKalb County**

APPENDIX

DeKalb County Service Delivery Strategy 2016

General Services in DeKalb Municipalities and Atlanta

General Services	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Finance	General Fund Tax	D	D	D	D	D	D	D	D	D	D	D	D
Purchasing	General Fund Tax	D	D	D	D	D	D	D	D	D	D	D	D
Information Technologies	General Fund Tax	D	D	D	D	D	D	D	D	D	D	D	D
GIS (Basic)		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Parcel Creation	General Fund Tax	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Parcel Maintenance	General Fund Tax	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
GIS (Non-Basic)		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Specialized Data/Mapping	At cost.	D	D	D	D	D	D	D	D	D	D	D	D
Elections	General Fund Tax	DC	DC	DC	DC	DC	D/DC	DC	DC	DC	DC	D/DC	D
Personnel	General Fund Tax	D	D	D	D	D	D	D	D	D	D	D	D
Property Tax Collections/ Tax Billing	General Fund Tax plus fee.	DC	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D

Definitions

FINANCE	Revenue collections, accounts payable, evaluation & administration of debt, accounting procedures, maintenance of fund accounting.
PURCHASING	Bid acceptance, vendor evaluation, administration of contracts, central supply.
GIS (Basic and Non-Basic)	Basic: Includes Parcels (initial delivery + one (1) update of data), Addresses (initial delivery + one (1) update of data), Street Centerlines (initial delivery + one (1) update of data), Four (4) custom maps annually Non-Basic: Any data request outside of the section above will be the standard cost for data
INFORMATION TECHNOLOGIES	Computer hardware/software, system maintenance & technical support.
ELECTIONS	Appointment and compensation of workers, supply equipment & materials, process ballots, handle required advertisement.
PERSONNEL	Recruitment, compensation & benefits, training, etc. of employees.
PROPERTY TAX COLLECTIONS/TAX BILLING	Self explanatory.

D: Direct
DC: DeKalb County

DeKalb County Service Delivery Strategy 2016

Legal/Judicial Services in DeKalb Municipalities and Atlanta

Legal/Judicial Services	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	Tucker	DeKalb County
Public Defender	General Fund Tax	D	D	D	D	DC	D	D	DC	D	D	D	DC	D
Solicitor	General Fund Tax	D	D	D	D	DC	D	D	DC	D	D	D	DC	D
Local Government Attorney	General Fund Tax	D	D	D	D	D	D	D	D	D	D	D	D	D

Definitions	
PUBLIC DEFENDER	Self explanatory.
SOLICITOR	Self explanatory.
LOCAL GOVERNMENT	Self explanatory.

D: Direct
DC: DeKalb County

DeKalb County Service Delivery Strategy 2016

Public Safety Services in DeKalb Municipalities and Atlanta

Public Safety	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Police Services		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Police (Basic)	Police Basic Tax	D	D	D	D	D/DC	D	D	D	D/DC	D/DC	D	D
Police (Non-basic)	Police Non Basic Tax	D	DC	D	DC	DC	DC	D	D	DC	DC	DC	D
Animal Control	General Fund Tax	DC	DC	DC	D	DC	D	D	DC	DC	DC	DC	D
Fire Services		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Fire & Rescue	Fire Tax	D	DC	DC	DC	DC	D	DC	DC	DC	DC	DC	D
Fire Inspections	Fire Tax	D	D/DC	D/DC	DC	D/DC	D	D	D/DC	D/DC	DC	D/DC	D
Fire Prevention/ Marshall	Fire Tax	D	D/DC	D/DC	DC	D/DC	D	DC	D/DC	DC	DC	D/DC	D
EMS	Currently minor cost in General Fund Tax, to be moved to Fire Tax in FY17.	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
General		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Sheriff /Jail & Evictions	General Fund Tax	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Marshall/ Real Estate & Warrants	General Fund Tax	DC	DC	DC	DC	DC	D/DC	DC	DC	DC	D/DC	DC	D
911	E911 Fees	D	DC	A	D	DC	D	D	A	DC	DC	DC	D
Dispatch	E911 Fees	D	DC	A	D	D	D	D	A/DC	DC	DC	DC	D
Medical Examiner	General Fund Tax	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Emergency Management	General Fund Tax	DC	DC	DC	DC	DC	D/DC	D/DC	DC	DC	D/DC	DC	D
Radio System	Operating Fund Taxes	D	DC	DC	DC	DC	DC	DC	D	DC	DC	DC	D

Definitions	
POLICE- BASIC	Comprised of services performed by the uniform division, traffic unit, park patrol, criminal investigation, and crime scene investigation
POLICE-NON BASIC	Comprised of services performed by the aerial support unit, SWAT team, bomb squad unit, intelligence and permits, K-9 division, gang task force, drug task force, and homeland security division.
SHERIFF/JAIL & EVICTIONS	Self explanatory.
MARSHALL/REAL ESTATE & WARRANTS	Self explanatory.
FIRE	Extinguishing of fires and perform rescue, inspections, prevention.
ANIMAL CONTROL	Citations, transport of loose animals, cruelty & neglect, animal bites, dog and cock fighting, excessive animal noise, dead animal pick-up, no rabies vaccination, not registering pet, training, and emergency calls.
EMS	Self explanatory.
911	Call center that receives emergency calls from the public.
DISPATCH	Self explanatory.
MEDICAL EXAMINER	Self explanatory.
EMERGENCY MANAGEMENT	Self explanatory.
Radio System	Service line that directs calls for 911 service within a city jurisdiction to applicable city police department

D: Direct (City)
A: Authority
DC: DeKalb County

DeKalb County Service Delivery Strategy 2016

Planning and Development Services in DeKalb Municipalities and Atlanta

Planning / Development	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Economic Development	Currently General Fund Tax, plan to move to Unincorporated Fund in FY17.	A	A	A	A	A	D/A	A	A	A	N/A	A	A
Community Development CDBG / HOME /ESGP	Fed/State funding, distribution via contract.	D	DC	DC	DC	DC	DC	N/A	N/A	DC	N/A	DC	D
Community Development - Homelessness	Fed/State funding, distribution via contract.	D	D	DC	DC	DC	DC	DC	D	DC	N/A	DC	D
Building Services		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plans Review	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Electrical Inspection	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Building Inspection	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Plumbing Inspection	Fees	D	D	D	D	D	D	D	D	D	D	D	D
HVAC Inspection	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Land Development		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Plan Review Coordination	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Plan Review	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Land Development Inspection	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Final Plat Processing	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Permits and Zoning		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Building Permits	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Plans Review	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Zoning Review	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Trade Permits	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Certificate of Occupancy	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Planning & Related		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Planning / Zoning	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Business & Alcohol License	Fees	D	D	D	D	D	D	D	D	D	D	D	D
Public Housing	Fees	A	A	A	N/A	A	A	A	A	A	N/A	A	A
Code Enforcement/Beautification	Fees	D	D	D	D	D	D	D	D	D	N/A	D	D

Definitions

ECONOMIC DEVELOPMENT	Recruiting & retention of business, community revitalization & Development Authorities.
CDBG	Community Development Block Grant for housing assistance.
BUILDING INSPECTIONS / BUILDING PERMITS	New or structural construction including Electrical, HVAC, & Plumbing & Development.
TRADE PERMITS	Includes permitting for Electrical, HVAC, & Plumbing
PLANNING/ZONING	Processing of land use and zoning applications, for board/council recommendations.
CODE ENFORCEMENT	Beautification and cleaning programs and services.
PUBLIC HOUSING	Self explanatory.

D: Direct
A: Authority
DC: DeKalb County

DeKalb County Service Delivery Strategy 2016

Public Works Services in DeKalb Municipalities and Atlanta

Public Works	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Water Treatment / Water Distribution	Water and sewer fees.	D	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Wastewater Collection & Treatment	Water and sewer fees.	D											D + IGA
Sanitation		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Refuse Collection	Sanitation fees.	D	D	DC	D	D	D	D	DC	DC	D	D	D
Landfill	Sanitation fees.	DC	DC	DC	DC	DC	DC	D	DC	DC	DC	DC	D
Recycling Programs	Sanitation fees.	D	D	DC	D	D	D	D	DC	D/DC	D	D	D
Roads & Drainage		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Street Construction	Spec Tax District	D	D	D	D	D	D	D	D	D	D	D	D
Street Maintenance	Spec Tax District	D	D	D	D	D	D	D	D	D	D	D	D
Street Cleaning	Spec Tax District	D	D	D	D	D	D	D	D	D	D	D	D
Traffic Signaling	Special Tax District	DC	DC	DC	D	DC	DC	DC	D	DC	DC	DC	D
Street Signage	Spec Tax District	D	DC	D	D	DC	D	DC	D	DC	DC	D	D
Storm Water	Storm water fees.	D	D/DC	D	D	D	D	D	D	D/DC	D	D	D
Cemetery	Currently Spec Tax District, will move to General Tax in FY17.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D	D
Transportation		**Atlanta**	**Avondale Estates**	**Brookhaven**	**Chamblee**	**Clarkston**	**Decatur**	**Doraville**	**Dunwoody**	**Lithonia**	**Pine Lake**	**Stone Mountain**	**DeKalb County**
Development Permit Reviews	Fees.	D	D	D	D	DC	D	D	D	DC	DC	D	D
Utility Encroachment Permitting	Fees.	D	D	D	D	DC	D	D	D	DC	DC	D	D
Traffic Calming Program	Fees.	D	D	D	D	DC	D	D	D	DC	DC	DC	D
Airport	Charges and fees.	D	DC	DC	DC	DC	DC	A	DC	DC	DC	DC	D

Definitions	
WATER TREATMENT/WATER DISTRIBUTION	Self explanatory.
WASTEWATER COLLECTIONS & TREATMENT	Self explanatory.
REFUSE COLLECTION	Weekly collection and haul of waste and debris. Also the provision of containers.
LANDFILL	Use of public, private or DeKalb County is considered contract; not intergovernmental agreement.
RECYCLING PROGRAMS	Provision of containers, collection, and haul of composting and biodegradable waste.
STREET CONSTRUCTION & MAINTENANCE	Pothole repair, patching, basic curb and sidewalk repair. Emergency response including downed trees, after-hour emergency response. Winter response including snow and ice removal, salt, and gravel deployment. Traffic signs and road markings/stripping.
STREET CLEANING	Right of way mowing, tree trimming, leaf removal, etc.
TRAFFIC SIGNALING	Maintenance for all traffic signals, school flashers and intersection beacons.
STORM WATER	Self explanatory.
DEVELOPMENT PERMIT REVIEWS	Review of land disturbance permit applications for inclusion of proper improvements within the road right-of-way per County code. Items reviewed include sidewalks, turn lanes, right-of-way dedication, and sight distance.
UTILITY ENCROACHMENT PERMITTING	Review applications and issue permits for utilities seeking to install new facilities within the road right-of-way.
TRAFFIC CALMING PROGRAM	Upon request by the city, work with citizens on a petition program for adding traffic calming devices (speed tables, bulb outs, etc.) in residential areas.
CEMETERY	Only includes burial of indigents, from DeKalb County. Also includes mowing.
AIRPORT	Self explanatory.

D: Direct
A: Authority
DC: DeKalb County
N/A: Not Applicable

DeKalb County Service Delivery Strategy 2016

Leisure Services in DeKalb Municipalities and Atlanta

Leisure Services	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Parks	Special Tax District	D	DC	D	D	D	D	D	D	D/DC	D	D	D
Recreation Programs	Fees	D	D	D	D	D	D	D	D	DC	D	D	D
Libraries	General Fund Tax	DC	DC	DC	DC	DC	DC	D/DC	DC	DC	DC	DC	D

Definitions	
PARKS	Physical facilities.
RECREATION PROGRAMS	Conducted by formal, paid staff; not to include volunteer community programs.
LIBRARIES	Self explanatory.

D: Direct
DC: DeKalb County

DeKalb County Service Delivery Strategy 2016

Health and Social Services Services in DeKalb County Cities

Health and Social Services	Primary Funding Source	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	Tucker	DeKalb County
Physical Health / Environmental Health	General Fund Tax.	N/A	These services are provided by DeKalb County and paid for by general funds. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.											D
Hospital	Hospital Fund Tax.	N/A												D
Mental Health / Substance Abuse	General Fund Tax.	N/A												D
Welfare	General Fund Tax.	N/A												D
Senior Services	General Fund Tax.	N/A												D

Definitions

PHYSICAL HEALTH:	Services provided by the DeKalb County Bard of health, including primary health care and clinical laboratory services such as immunizations, flu shots, hearing and vision examinations, prenatal services, adolescent health services and communicable disease clinics. Services also include injury control, birth and death certificates, health data collection and through the Environmental Health Division the inspection of restaurants, swimming pools and septic tanks. The board of Health is funded through the Georgia Department of Human Resources, along with fees for services, grants and contributions.
HOSPITAL	Services provided through the Fulton-DeKalb Hospital Authority, known as the Grady Health System. This is a joint authority, with partial funding by Fulton and DeKalb Counties. Services are also provided through the DeKalb Hospital Authority, which is DeKalb Medical Center.
MENTAL HEALTH/SUBSTANCE ABUSE	Services are provided through the DeKalb County Community Service Board. The services include comprehensive preventive, early detection, rehabilitation and treatment services for five major groups: adults with serious or chronic mental illness, children and adolescents who are severely emotionally disturbed people who are mentally retarded, adults addicted to alcohol or other drugs and teens with alcohol and drug problems. Services are provided through community mental health center clinics, mental retardation day training centers, detoxification units, day treatment programs, and a variety of residential programs for all disability groups. A number of the community programs are operated through contracts with private nonprofit agencies.
WELFARE	(Temporary Assistance for Needy Families/TANF) – State program based in DeKalb County. TANF provides assistance to needy families with children on a temporary basis and provides parents with job preparation, work opportunities and other support services such as child care, to enable them to become serf-sufficient and leave the program as soon as possible. Services also include foster care and adoption where appropriate, helps parents collect child support and provide adult protection services.
SENIOR SERVICES	Services provided through Senior Connections, a non-profit organization designated by the County to provide comprehensive services for persons 5 and older. Services include congregate meals and fellowship, transportation, home-delivered meals, home health care and home maintenance programs. Programs are designed to help older people maintain independence and avoid premature institutionalization.

D: Direct
DC: DeKalb County

ATTACHMENT B

Summary of Process to Resolve Disputes Over Land Use Classification for Annexed Areas

The County and Cities agree to resolve disputes over land use classification for annexed areas pursuant to the procedure set forth in state law, O.C.G.A. § 36-36-110 *et seq*.

ATTACHMENT C

The County provides water and sewer service in the unincorporated and incorporated areas, except for the City of Atlanta, and therefore ensures that all applicable service is consistent with all applicable land use plans and ordinances. These services are provided by DeKalb County as an enterprise fund paid for by user fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County. Atlanta provides water and sewer service in the City of Atlanta and does not provide any extraterritorial water and sewer service in DeKalb County.

Community Development

CDBG

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Participating:

- ✓ Brookhaven
- ✓ Chamblee
- ✓ Clarkston
- ✓ Decatur
- ✓ Doraville
- ✓ Lithonia
- ✓ Stone Mountain

Not Participating:

- Atlanta
- Avondale Estates
- Dunwoody
- Pine Lake

Cooperation Agreements

- ✓ Brookhaven (7/30/2014)
- ✓ Clarkston (7/30/2014)
- ✓ Chamblee (7/30/2014)
- ✓ Doraville (7/30/2014)
- ✓ Lithonia (7/30/2014)

DeKalb County
Contract No. 14-902870

COOPERATION AGREEMENT

STATE OF GEORGIA

COUNTY OF DEKALB

This COOPERATION AGREEMENT made this 30 day of July, 2014, by DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "COUNTY") and the City of Brookhaven, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "CITY").

WHEREAS, the U.S. Department of Housing and Urban Development has determined that DeKalb County possesses the powers necessary to undertake essential community development and housing activities in only the unincorporated areas of the COUNTY; and;

WHEREAS, the consent of the governing body of an incorporated area in the COUNTY must be provided and a written agreement executed in order for the COUNTY to undertake essential community development and housing activities in the incorporated areas of the COUNTY; and

WHEREAS, this COOPERATION AGREEMENT covers the Community Development Block Grant Program (CDBG) and, as applicable, the HOME Investment Partnership Program (HOME); and

WHEREAS, this COOPERATION AGREEMENT covers the three-year period January 1, 2015 through December 31, 2017 and will be automatically renewed for each successive three-year period, unless the COUNTY or the CITY provides written notice that it elects not to participate for a new qualification period.

NOW THEREFORE, the CITY and the COUNTY herein agree to the terms and provisions outlined herein:

1. The COOPERATION AGREEMENT shall remain in effect until the CDBG (and HOME, where applicable) funds and program income received with respect to the activities carried out during current and subsequent three-year qualification periods are expended and the funded activities completed. Neither party can terminate or withdraw from the COOPERATION AGREEMENT while it remains in effect.
2. Both parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

3. COUNTY agrees to notify CITY of its right to elect not to participate in subsequent three-year periods that would otherwise, in accordance with the terms of this COOPERATION AGREEMENT, be automatically renewed within the timeframes required by HUD.
4. CITY agrees to notify COUNTY of its determination to elect not to participate in subsequent three-year periods, in accordance with the requirements established by HUD.
5. As required by HUD, both parties agree to adopt any amendment to the COOPERATION AGREEMENT to incorporate the changes that are necessary to comply with requirements established by HUD, as written in the Urban Qualification Notice that is applicable to the three year period. The parties further agree to ensure that such amendment is submitted to HUD as required in order to avoid the automatic nullification of the automatic renewal of the qualification period.
6. The COUNTY shall have the final responsibility for selecting CDBG (and HOME, where applicable) activities and submitting a Consolidated Plan to HUD.
7. Neither party shall be permitted to veto or otherwise restrict the implementation of the approved Consolidated Plan during the period covered by the COOPERATION AGREEMENT (including subsequent automatically renewable qualification periods, as applicable).
8. Urban County funds may not be used for activities, in or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with the COUNTY's fair housing certification.
9. The CITY shall not apply for grants from appropriations under the Small Cities or State CDBG Programs for the fiscal years during the period in which it participates with the Urban County.
10. The CITY may only participate in the HOME Program through the Urban County. If the COUNTY does not receive a HOME allocation, the CITY cannot form a HOME consortium with other local governments during the period in which the CITY is a part of the Urban County.
11. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement described in 24 CFR 570.503.
12. Both parties agree to take all actions necessary to assure compliance with all Federal, State, and local regulatory requirements, specifically including but not limited to, 24 CFR 570, 24 CFR 92 (if applicable), Urban County Certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights

Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

13. The cooperating unit of general local government (CITY) shall have adopted and be enforcing (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

14. The cooperating unit of general local government (CITY) shall not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

[Signatures continue on the following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, on the day and date hereinabove written.

CITY OF BROOKHAVEN, GEORGIA	DEKALB COUNTY, GEORGIA
By: _____ (SEAL) Signature J. Max Davis Name (Typed or Printed) Mayor Title 7-18-14 Date	_____ by Dir. (SEAL) LEE MAY Interim Chief Executive Officer DeKalb County, Georgia 7/30/2014 Date
ATTEST: Susan O. Hiott Signature Susan Hiott, City Clerk Name (Typed or Printed) Clerk Title 7-18-14 Date	ATTEST: Barbara Sanders BARBARA SANDERS, CCC Clerk of the Chief Executive Officer And Board of Commissioners of DeKalb County, Georgia July 30, 2014 Date
APPROVED AS TO SUBSTANCE: Chris Mann Department Director 7-21-14 Date	APPROVED AS TO FORM: Terri N. Gordon County Attorney Signature TERRI N. GORDON County Attorney Name (Typed or Printed) 7.28.14 Date

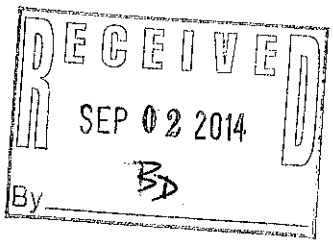
I, TERRI N. GORDON, ~~the County Attorney~~, do hereby certify that the terms and provisions contained in the above COOPERATION AGREEMENT, to the best of my knowledge and belief, are fully authorized under the laws of the State of Georgia and DeKalb County. Moreover, I do hereby certify that the COOPERATION AGREEMENT provides full legal authority for the COUNTY to undertake essential community development and housing assistance activities, specifically urban renewal and publicly-assisted housing.

Terri N. Gordon
County Attorney Signature
TERRI N. GORDON
County Attorney Name (Typed or Printed)
7.28.14
Date

DeKalb County
Contract No. 14-902870

STATE OF GEORGIA

COUNTY OF DEKALB



AMENDMENT NO. 1

TO

CONTRACT NO. 14-801120 (formerly 93-5857G)

THIS AMENDMENT by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"); and the City of Clarkston, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, County and City have previously entered into a certain Cooperation Agreement dated June 21, 1993 (DeKalb County Contract No. 14-801120), (herein after referred to as the "Agreement" or "Contract") for the City's inclusion as an entity within the urban county entitlement area for the purposes of receiving funds granted to the County under Title I of the Housing and Community Development Act of 1974, as amended;

WHEREAS, the United States Department of Housing and Urban Development has directed that the Agreement be amended to add a provision regarding the sale, trade, or transfer of funds received from the Community Development Block Grant (CDBG) program; and

WHEREAS, the County and the City mutually desire to amend that said Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Agreement is hereby amended as follows:

A. Insert the following at the end of the Agreement:

The City shall not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

II. **NO ADDITIONAL MODIFICATION**. Except as expressly modified and amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 30 day of July, 2014.

CITY OF CLARKSTON, GEORGIA

By: _____ (SEAL)
Signature

Edward Terry
Name (Typed or Printed)

Mayor
Title

7/15/14
Date

ATTEST:

_____
Signature

Tracy Ashby
Name (Typed or Printed)

City Clerk
Title

7/12/14
Date

APPROVED AS TO SUBSTANCE:

_____
Department Director

7-14-18
Date

Approved as to form:
_____
City Attorney

DEKALB COUNTY, GEORGIA

_____ by Dir. (SEAL)
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

7/31/2014
Date

ATTEST:

_____
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

July 31, 2014
Date

APPROVED AS TO FORM:

_____
Sr. Asst. County Attorney Signature

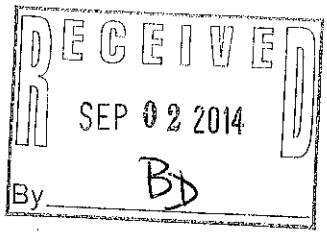
TERRI N. GORDEN
Sr. Asst. County Attorney Name (Typed or Printed)

7.29.14
Date

DeKalb County
Contract No. 14-801120
(formerly 93-5857G)

STATE OF GEORGIA

COUNTY OF DEKALB



AMENDMENT NO. 1

TO

CONTRACT NO. 14-801119 (formerly 99-7536G)

THIS AMENDMENT by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"); and the City of Chamblee, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, County and City have previously entered into a certain Cooperation Agreement dated July 14, 1999 (DeKalb County Contract No. 14-801119), (herein after referred to as the "Agreement" or "Contract") for the City's inclusion as an entity within the urban county entitlement area for the purposes of receiving funds granted to the County under Title I of the Housing and Community Development Act of 1974, as amended;

WHEREAS, the United States Department of Housing and Urban Development has directed that the Agreement be amended to add a provision regarding the sale, trade, or transfer of funds received from the Community Development Block Grant (CDBG) program; and

WHEREAS, the County and the City mutually desire to amend that said Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Agreement is hereby amended as follows:

A. Insert the following after Paragraph 14:

15. The City shall not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

II. **NO ADDITIONAL MODIFICATION**. Except as expressly modified and amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this ~~16th day of July~~, ~~2014~~. CK 30 day of July, 2014.

CITY OF CHAMBLEE, ~~GEORGIA~~

By: Dan (SEAL)
Signature

Dan Zanger
Name (Typed or Printed)

Mayor Pro-Tem
Title

July 16, 2014
Date

ATTEST:

Emmie Niethammer
Signature

Emmie Niethammer
Name (Typed or Printed)

City Clerk
Title

July 16, 2014
Date

APPROVED AS TO SUBSTANCE:

Chris Morris
Department Director

July 17, 2014
Date

DEKALB COUNTY, GEORGIA

(SEAL) **by Dir.**
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

7/30/2014
Date

ATTEST:

Barbara H. Sanders
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

July 31, 2014
Date

APPROVED AS TO FORM:

Terri N. Gordon
SR. ASST County Attorney Signature

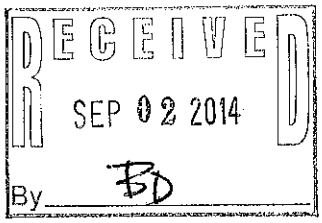
TERRI N. GORDON
SR. ASST County Attorney Name (Typed or Printed)

7.29.14
Date

DeKalb County
Contract No. 14-801119
(formerly 99-7536G)

STATE OF GEORGIA

COUNTY OF DEKALB



AMENDMENT NO. 1

TO

CONTRACT NO. 14-801116 (formerly 93-5860G)

THIS AMENDMENT by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"); and the City of Doraville, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, County and City have previously entered into a certain Cooperation Agreement dated June 21, 1993 (DeKalb County Contract No. 14-801116), (herein after referred to as the "Agreement" or "Contract") for the City's inclusion as an entity within the urban county entitlement area for the purposes of receiving funds granted to the County under Title I of the Housing and Community Development Act of 1974, as amended;

WHEREAS, the United States Department of Housing and Urban Development has directed that the Agreement be amended to add a provision regarding the sale, trade, or transfer of funds received from the Community Development Block Grant (CDBG) program; and

WHEREAS, the County and the City mutually desire to amend that said Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Agreement is hereby amended as follows:

A. Insert the following at the end of the Agreement:

The City shall not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

II. **NO ADDITIONAL MODIFICATION**. Except as expressly modified and amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 30 day of July, 2014.

CITY OF DORAVILLE, GEORGIA

By: _____ (SEAL)
Signature

Donna Pittman
Name (Typed or Printed)

Mayor
Title

7/9/14
Date

ATTEST:

_____
Signature

Sandra Bryant
Name (Typed or Printed)

City Clerk
Title

7.9.14
Date

APPROVED AS TO SUBSTANCE:

_____
Department Director

7/9/14
Date

Chris Morris
Department Director

7-14-14
Date

DEKALB COUNTY, GEORGIA

_____ by Dir. (SEAL)
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

7/30/2014
Date

ATTEST:

_____
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

July 31, 2014
Date

APPROVED AS TO FORM:

_____
2nd ASST County Attorney Signature

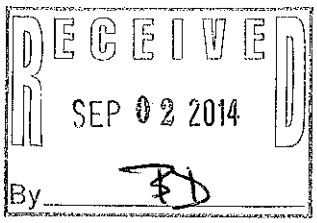
TERRI N. GORDON
2nd ASST County Attorney Name (Typed or Printed)

7.18.14
Date

DeKalb County
Contract No. 14-801116
(formerly 93-5860G)

STATE OF GEORGIA

COUNTY OF DEKALB



AMENDMENT NO. 1

TO

CONTRACT NO. 14-801117 (formerly 93-5855G)

THIS AMENDMENT by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County"); and the City of Lithonia, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, County and City have previously entered into a certain Cooperation Agreement dated June 21, 1993 (DeKalb County Contract No. 14-801117), (herein after referred to as the "Agreement" or "Contract") for the City's inclusion as an entity within the urban county entitlement area for the purposes of receiving funds granted to the County under Title I of the Housing and Community Development Act of 1974, as amended;

WHEREAS, the United States Department of Housing and Urban Development has directed that the Agreement be amended to add a provision regarding the sale, trade, or transfer of funds received from the Community Development Block Grant (CDBG) program; and

WHEREAS, the County and the City mutually desire to amend that said Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Agreement is hereby amended as follows:

A. Insert the following at the end of the Agreement:

The City shall not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

II. **NO ADDITIONAL MODIFICATION**. Except as expressly modified and amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this 30 day of July, 2014.

CITY OF LITHONIA, GEORGIA

By: _____ (SEAL)
Signature

DEBORAH A. JACKSON
Name

Mayor
Title

7/14/14
Date

ATTEST:

_____
Signature

LEAH RODRIGUEZ
Name

_____
Title
City Clerk

7/14/14
Date

APPROVED AS TO SUBSTANCE:

_____
Department Director

July 21, 2014
Date

DEKALB COUNTY, GEORGIA

_____ by Dir. (SEAL)
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

7/31/2014
Date

ATTEST:

_____
BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

July 31, 2014
Date

APPROVED AS TO FORM:

_____
SR. ASST. County Attorney Signature

TERRI N. GORDON
SR. ASST. County Attorney Name (Typed or Printed)

7.29.14
Date

DeKalb County
Contract No. 14-801117
(formerly 93-58556)

DeKalb County
Contract No. 93-58546

COOPERATION AGREEMENT

STATE OF GEORGIA

COUNTY OF DEKALB

This cooperation agreement made this 21st day of June, 19 93, by DeKalb County, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "COUNTY") and the City of Decatur, a political subdivision of the State of Georgia (hereinafter sometimes referred to as "City").

WHEREAS, DeKalb County intends to made application for a block grant under Title I of the Housing and Community Development Act of 1974 and related amendments thereto to serve certain areas of DeKalb County; and

WHEREAS, DeKalb County intends to apply for funds from the HOME Investment Partnership Program; and

WHEREAS, the purpose of the application is to receive funds to improve the quality of housing and public facilities in such areas, particularly where conditions are below COUNTY standards; and

WHEREAS, the funds would benefit citizens of DeKalb County's incorporated municipalities should their needs be incorporated in the application; and

WHEREAS, DeKalb County is willing to extend the application to include the incorporated areas of the COUNTY upon the municipalities dedicating their population counts in support of the County formula allocation; and

WHEREAS, this agreement must cover activities to be carried out with funds from the Community Development Block Grant Program, the HOME Investment Partnership Program, and program income generated from the expenditure of such funds for a three year period beginning with Federal fiscal year 1994 through 1996 and annually thereafter unless otherwise terminated in writing by either party.

NOW, THEREFORE, BE IT RESOLVED that the City hereby elects to participate in the COUNTY'S application for Community Development Block Grant funds and funds from the HOME Investment Partnership Program with the understanding that this decision is binding for a period of three years and annually thereafter unless otherwise terminated in writing or for such additional time as may be required for the expenditure of such funds granted by the COUNTY to the City and the City further indicates a willingness to undertake or assist in the undertaking of activities enumerated in the application.

BE IT FURTHER RESOLVED that the City upon executing this Cooperation Agreement understands that it may not apply for grants under the Small Cities or State CDBG Programs during the period in which it is participating in the Urban County's CDBG Program.

BE IT FURTHER RESOLVED that the City understands that it may not participate in a Home Consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation .

BE IT FURTHER RESOLVED that the COUNTY agrees to actively request the City's involvement in the Community Development Block Grant Program and the HOME Investment Partnership Program and indicates a willingness to accept the City's interest in undertaking of the activities enumerated in the application. The COUNTY will have the final responsibility for selecting projects and filing annual grant requests.

BE IT FURTHER RESOLVED that the City and the COUNTY hereby agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

BE IT FURTHER RESOLVED that neither party shall terminate or withdraw from this agreement after September 10, 1993, except if the COUNTY fails to qualify as an urban County or if the COUNTY does not receive a grant in any year of the three year period.

BE IT FURTHER RESOLVED that either the County or the City may opt to terminate this Agreement in writing at the end of the three year urban county qualification period which is December 31, 1996. If the City fails to exercise that option at the end of the urban qualification period, it will not have the opportunity to exercise that option until at the end of a subsequent urban county qualification period.

BE IT FURTHER RESOLVED that the Cooperation Agreement will automatically be renewed for participation in successive three-year

qualification periods, unless the City provides written notice to the County not to participate in a new qualification period. The County must notify the City in writing by the date specified in HUD urban county qualification notice for the next qualification period of its right to make such election. A copy of said notices must be sent to the HUD field office and in the latter case such notice shall be sent to the HUD field office by the date specified in the Urban County Qualification Notice.

BE IT FURTHER RESOLVED that if either the City or the County fail to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period.

BE IT FURTHER RESOLVED that the Cooperation Agreement will remain in effect until the CDBG (and HOME, where applicable) funds and income received with respect to the three-year qualification period (and any successive qualification period under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and City understands that they may not terminate or withdraw from the agreement while the agreement remains in effect.

BE IT FURTHER RESOLVED that the COUNTY and CITY will take all required actions to comply with the provisions of section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the HOME Investment Partnership Act, and other applicable laws.

BE IT FURTHER RESOLVED that this agreement prohibits CDBG or HOME funding for activities in or in support of the City if the City does not affirmatively further fair housing within its jurisdiction or impedes the COUNTY's actions to comply with its fair housing certification.

BE IT FURTHER RESOLVED that the City has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

BE IT FURTHER RESOLVED that the City has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

BE IT FURTHER RESOLVED that pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients including the requirements of a written agreement set forth in 24 CFR 570.503.

Adopted this 21st day of June, 1993.

CITY OF DECATUR, GEORGIA

By: _____ (Seal)
Michael Mears
Mayor

DEKALB COUNTY, GEORGIA

By: _____ (Seal)
Liane Levetan
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

By: _____
Karen DesIslets, Clerk
City of Decatur

ATTEST:

_____
David W. Joyner
Ex Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

Pursuant to resolution adopted by said City Council on 3rd day of May, 1993.
DeKalb County, Georgia

Pursuant to resolution adopted by said Board on 8th day of June, 1993.

APPROVED AS TO FORM:

_____
County Attorney

I, the County Attorney, do hereby certify that the above cooperation agreement, to the best of my knowledge and belief, complies with all laws of the State of Georgia and of DeKalb County. This agreement provides full legal authority for the County to undertake or assist in undertaking essential Community Development and housing assistance activities, specifically urban renewal and publicly assisted housing.

R E S O L U T I O N

WHEREAS, DeKalb County intends to make application for block grants under Title I of the Housing and Community Development Act of 1974 and related amendments thereto to serve certain areas of unincorporated DeKalb County; and

WHEREAS, DeKalb County intends to apply for funds from the HOME Investment Partnership Program; and

WHEREAS, the purpose of these applications is to receive funds to improve the quality of housing and public facilities in such areas, particularly where conditions are below COUNTY standards; and

WHEREAS, the funds would benefit citizens of DeKalb County's incorporated municipalities should their needs be incorporated in the application; and

WHEREAS, it is anticipated that this benefit would exceed the benefit that could be derived from a municipality trying to secure funds independently; and

WHEREAS, DeKalb County is willing to extend the application to include the incorporated areas of the COUNTY upon the municipalities dedicating their population counts in support of the COUNTY formula allocation.

NOW, THEREFORE, BE IT RESOLVED that the City of Decatur hereby elects to participate in the COUNTY'S application for Community Development Block Grant funds and funds from the HOME Investment

Partnership Program and further elects to have its population included in the calculation of DeKalb County's Title I entitlement.

BE IT STILL FURTHER RESOLVED that the governing authority of Decatur authorizes the Cooperation Agreement and extends to the COUNTY the cooperation necessary for program success.

Adopted this 3rd day of May, 1993.

Michael Mears, Mayor
City of Decatur

ATTEST:

Karen desIslets, Clerk
City of Decatur

DeKalb County
Contract No. 93-5859G

DeKalb County Human and Community Development
Chris H. Morris, Director

Chief Executive Officer
Lee May , Interim Chief Executive Officer

Board of Commissioners
District 1
Elaine Boyer
District 2
Jeff Rader
District 3
Larry Johnson
District 4
Sharon Barnes Sutton
District 5
Lee May
District 6
Kathie Gannon
District 7
Stan Watson

July 31, 2014

Ms. Mary Presley
U.S. Department of Housing and
Urban Development
Five Points Plaza 40 Marietta Street
Atlanta, Georgia 30303-2806

Dear Ms. Pressley:

In response to the Urban County qualification for participation in the CDBG program for fiscal years 2015-2017, please note the following municipalities for the period beginning January 1, 2015:

City of Atlanta	EXCLUDE
City of Avondale Estates	EXCLUDE
City of Brookhaven	INCLUDE
City of Chamblee	INCLUDE
City of Clarkston	INCLUDE
City of Decatur	INCLUDE
City of Doraville	INCLUDE
City of Dunwoody	EXCLUDE
City of Lithonia	INCLUDE
City of Pine Lake	EXCLUDE
City of Stone Mountain	INCLUDE

Attached for your review, please find each municipality's signed letter of intent and the Cooperation Agreement for the City of Brookhaven.

If you have any questions regarding the content of this correspondence, please contact Byron Campbell at 404-286-3367.

Chris H. Morris

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Participating Municipalities

Municipality: City of Atlanta, Georgia

Date: _____

YES, the incorporated area of the City of Atlanta in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms that the City of Atlanta will enter into a Cooperation Agreement with DeKalb County. I understand that the Cooperation Agreement will have an automatic renewal clause which will include the City of Atlanta as a participant of the Urban County designation in DeKalb County for the next three-year period.

_____
Kasim Reed, Mayor
City of Atlanta

NO, the incorporated area of the City of Atlanta in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms that the City of Atlanta will not be entering into a Cooperation Agreement with DeKalb County.

Kasim Reed, Mayor
City of Atlanta

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Avondale Estates, Georgia

Date: June 23, 2014

YES, the incorporated area of the City of Avondale Estates in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms that the City of Avondale Estates will enter into a Cooperation Agreement with DeKalb County. I understand that the Cooperation Agreement will have an automatic renewal clause which will include the City of Avondale Estates as a participant of the Urban County designation in DeKalb County for the next three-year period.

Ed Rieker, Mayor
City of Avondale Estates

NO, the incorporated area of the City of Avondale Estates in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning December 31, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

~~Ed Rieker, Mayor~~ Terry Lecager, Mayor Pro Tem
City of Avondale Estates

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Participating Municipalities

Municipality: City of Brookhaven, Georgia

Date: May 27, 2014

YES, the incorporated area of the City of Brookhaven in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms that the City of Brookhaven will enter into a Cooperation Agreement with DeKalb County. I understand that the Cooperation Agreement will have an automatic renewal clause which will include the City of Brookhaven as a participant of the Urban County designation in DeKalb County for the next three-year period.

J. Max Davis, Mayor
City of Brookhaven

NO, the incorporated area of the City of Brookhaven in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms that the City of Brookhaven will not be entering into a Cooperation Agreement with DeKalb County.

J. Max Davis, Mayor
City of Brookhaven

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Chamblee, Georgia

Date: June 18, 2014

YES, the incorporated area of the City of Chamblee in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2014 will automatically be renewed for the next three-year period

R. Eric Clarkson, Mayor
City of Chamblee

NO, the incorporated area of the City of Chamblee in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

R. Eric Clarkson, Mayor
City of Chamblee

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Clarkston, Georgia

Date: May 30, 2014

YES, the incorporated area of the City of Clarkston in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2014 will automatically be renewed for the next three-year period.

Ted Terry

Edward "Ted" Terry, Mayor
City of Clarkston

NO, the incorporated area of the City of Clarkston in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

Edward "Ted" Terry, Mayor
City of Clarkston

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Decatur, Georgia

Date: June 2, 2014

YES, the incorporated area of the City of Decatur in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2014 will automatically be renewed for the next three-year period.

James Baskett, Mayor
City of Decatur

NO, the incorporated area of the City of Decatur in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

James Baskett, Mayor
City of Decatur

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Doraville, Georgia

Date: 5/29/2014

YES, the incorporated area of the City of Doraville in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2014 will automatically be renewed for the next three-year period.

Donna Pittman, Mayor
City of Doraville

NO, the incorporated area of the City of Doraville in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

[redacted]
Donna Pittman, Mayor
City of Doraville

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Participating Municipalities

Municipality: City of Dunwoody, Georgia

Date: 4/7/2014

YES, the incorporated area of the City of Dunwoody in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms that the City of Dunwoody will enter into a Cooperation Agreement with DeKalb County. I understand that the Cooperation Agreement will have an automatic renewal clause which will include the City of Dunwoody as a participant of the Urban County designation in DeKalb County for the next three-year period.

Mike Davis, Mayor
City of Dunwoody

NO, the incorporated area of the City of Dunwoody in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms that the City of Dunwoody will not be entering into a Cooperation Agreement with DeKalb County.

Mike Davis, Mayor
City of Dunwoody

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Lithonia, Georgia

Date: June 2, 2014

YES, the incorporated area of the City of Lithonia in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2014 will automatically be renewed for the next three-year period

Deborah Jackson, Mayor
City of Lithonia

NO, the incorporated area of the City of Lithonia in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

Deborah Jackson, Mayor
City of Lithonia

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Pine Lake, Georgia

Date: May 30 2014

YES, the incorporated area of the City of Pine Lake in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period, January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2014 will automatically be renewed for the next three-year period

Kathie deNobriga, Mayor
City of Pine Lake

NO, the incorporated area of the City of Pine Lake in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

Kathie deNobriga, Mayor
City of Pine Lake

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

DeKalb County 2015-2017 Cooperation Agreement Notification of Intent for Current Participating Municipalities

Municipality: City of Stone Mountain, Georgia

Date: 5/30/14

YES, the incorporated area of the City of Stone Mountain in DeKalb County, Georgia elects to be included as part of the Urban County designation for DeKalb County for the three-year period beginning January 1, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement that expires December 31, 2014 will automatically be renewed for the next three-year period.

Patricia Wheeler

Patricia Wheeler, Mayor
City of Stone Mountain

NO, the incorporated area of the City of Stone Mountain in DeKalb County, Georgia does not elect to be included as part of the Urban County designation for DeKalb County for the three-year period beginning December 31, 2015 through December 31, 2017. My signature confirms my understanding that the existing Cooperation Agreement will terminate effective December 31, 2014.

Patricia Wheeler, Mayor
City of Stone Mountain

Please use the enclosed envelop to return this original document to DeKalb County Community Development Department; no later than Tuesday, May 31, 2014.

Elections

Intergovernmental Agreement

Participating:

- ✓ Atlanta (year-to-year)
- ✓ Avondale Estates (7/23/2014 – 12/31/2063)
- ✓ Brookhaven (5/5/2014 – 12/31/2063)
- ✓ Chamblee (10/9/2013 – 12/31/2063)
- ✓ Clarkston (7/23/2014 – 12/31/2063)
- ✓ Decatur (8/19/2014 – 12/31/2021)
- ✓ Doraville (10/1/2013 – 12/31/2063)
- ✓ Dunwoody (7/23/2014 – 12/31/2063)
- ✓ Lithonia (9/30/2013 – 12/31/2018)
- ✓ Pine Lake (9/30/2013 – 12/31/2063)
- ✓ Stone Mountain (9/30/2013 – 12/31/2063)

DeKalb County
Contract No. 14-801144

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF DECATUR, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 19th day of August, 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of DECATUR, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) To the extent required by law, submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within one (1) business day of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all reasonable costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by

the County as a result of any such claim or litigation. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested and a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, the City shall cooperate in good faith and within the bounds of applicable law to observe such formalities.

ARTICLE 6
EMPLOYMENT STATUS

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

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

6.3 All City personnel performing duties in connection with this Agreement are and will continue to be employees of the City.

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:	Elections Supervisor 4380 Memorial Drive Suite 300 Decatur, Georgia 30032
With a copy to:	County Attorney 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030
If to the City:	City Manager City of Decatur P.O. Box 220 Decatur, Georgia 30031
With a copy to:	City Attorney c/o City of Decatur P.O. Box 220 Decatur, Georgia 30031

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: Lee May Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Barbara H. Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

H. Maxine Daniels
Director
DeKalb County Board of Registrations and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DeKalb County
Contract No. 14-801144

CITY OF DECATUR, GEORGIA

(SEAL)
Mayor

(SEAL)
Municipal Clerk

APPROVED AS TO FORM:

City Attorney 10-28-13

APPROVED AS TO SUBSTANCE:

City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF DECATUR hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF DECATUR _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and
Elections

DeKalb County
Contract No. 13-801009

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF CHAMBLEE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 9th day of October, 2013, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Chamblee, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

NOW THEREFORE, in consideration of the following mutual obligations, the County

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements

to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:
Elections Supervisor
4380 Memorial Drive
Suite 300
Decatur, Georgia 30032

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City:
City Manager
5468 Peachtree Road
Chamblee, Georgia 30341

With a copy to:
City Attorney of Lithonia
Care of: Joe Fowler
2970 Clairmont Road, Suite 220
Atlanta, Georgia 30329

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: 10/9/2013

ATTEST:

Barbara H. Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

H. Maxine Daniels
Director
DeKalb County Board of Registrations and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DeKalb County
Contract No. 13-801009

CITY OF CHAMBLEE, GEORGIA

_____ **(SEAL)**

Mayor

Municipal Clerk (SEAL)

Date: 7/16/2013

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF CHAMBLEE hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF CHAMBLEE _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and Elections

March 21, 2013

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF BROOKHAVEN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 5th day of May, 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Brookhaven, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements

to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:
Elections Supervisor
4380 Memorial Drive
Suite 300
Decatur, Georgia 30032

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City:
City Manager
City of Brookhaven
~~200 Ashford Center~~ North
~~Suite 150~~
~~Atlanta, GA 30338~~
4362 Peachtree Rd.
Brookhaven, GA 30319
_____ (facsimile)

With a copy to:
City Attorney
~~City of Brookhaven~~
~~200 Ashford Center~~ North
~~Suite 150~~
~~Atlanta, GA 30338~~
4362 Peachtree Rd.
Brookhaven, GA 30319
_____ (facsimile)

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

Lee May Dir. (SEAL)

LEE MAY
Interim Chief Executive Officer

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

H. MAXINE DANIELS
Director
DeKalb County Board of Registrations
and Elections

APPROVED AS TO FORM:

LORI BRILL
Senior Assistant County Attorney

CITY OF BROOKHAVEN, GEORGIA

(SEAL)

J. MAX DAVIS
Mayor

Susan Hiott
Clerk, City of Brookhaven

APPROVED AS TO SUBSTANCE:

MARIE L. GARRETT
City Manager

APPROVED AS TO FORM:

THOMPSON KURRIE
City Attorney

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF BROOKHAVEN hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF BROOKHAVEN _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and Elections

DeKalb County
Contract No. 14-801132

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF CLARKSTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 23 day of July, 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Clarkston, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections (" the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. §21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections,

and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all reasonable costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested and a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

Georgia Election Code.

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:	Elections Supervisor 4380 Memorial Drive Suite 300 Decatur, Georgia 30032
With a copy to:	County Attorney 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030
If to the City:	City Manager City of Clarkston 1055 Rowland Street Clarkston, GA 30021
With a copy to:	City Attorney Wilson, Morton & Downs, LLC 125 Clairemont Avenue, Suite 420 Decatur, GA 30030

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

7/23/2014

ATTEST:

Barbara H. Sanders, CCC Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

H. Maxine Daniels Director
DeKalb County Board of Registrations and Elections

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

DeKalb County
Contract No. 14-801132

CITY OF CLARKSTON, GEORGIA

_____(SEAL)
Mayor Municipal Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO SUBSTANCE:

_____
City ~~Attorney~~ City Manager

EXHIBIT A

As per the Agreement executed on_____, THE CITY OF CLARKSTON hereby requests that DeKalb County conduct its_____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This_____day of_____, 20__.

_____(SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF CLARKSTON _____ Election on _____.

This _____day of _____, 20__.

_____(SEAL)
Elections Supervisor
DeKalb County Board of
Registrations and Elections

DeKalb County
Contract No. 14-801131

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF DUNWOODY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 23 day of July, 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Dunwoody, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

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

any City Election held pursuant to this Agreement. If the County utilizes members of the County Attorney's Office to defend said claims against the agents or employees of the County, the BRE or the Elections Supervisor, the cost to the City shall be equivalent to the average of the then current hourly rate that the County pays to retain outside counsel for transactional matters. Until further notified, the current rate will be $200.00 per hour. However, this rate is subject to change over the lifetime of the Agreement. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement, with the exception that if the necessity for a second election is due to the negligence or improper performance of duties by any County employee or agent, BRE Agent or the Elections Superintendent, said second election shall be conducted without additional expense to the City.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:	Elections Supervisor 4380 Memorial Drive Suite 300 Decatur, Georgia 30032
With a copy to:	County Attorney 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030
If to the City:	City Manager City of Dunwoody 41 Perimeter Center East Suite 250 Dunwoody, Ga 30346 770-396-4705 (facsimile)

With a copy to: City Attorney
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, Ga 30346
770-396-4705 (facsimile)

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

_____ Dir. (SEAL)
LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia
7/23/2014

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

H. MAXINE DANIELS
Director
DeKalb County Board of Registrations
and Elections

APPROVED AS TO FORM:

LORI BRILL
Senior Assistant County Attorney

CITY OF DUNWOODY, GEORGIA

_____ (SEAL)
MICHAEL G. DAVIS
Mayor

SHARON LOWERY
Municipal Clerk

DeKalb County
Contract No. 14-801131

APPROVED AS TO SUBSTANCE:

WARREN HUTMACHER
City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF DUNWOODY hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF DUNWOODY _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and
Elections

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF AVONDALE ESTATES, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this July day of 23, 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Avondale Estates, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all reasonable costs, including, but not

limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested and a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County: Elections Supervisor
4380 Memorial Drive Suite 300
Decatur, Georgia 30032

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor Decatur, Georgia 30030

If to the City: City Manager
City of Avondale Estates
21 N. Avondale Plaza
Avondale Estates, Georgia 30002

With a copy to: City Attorney
Wilson, Morton & Downs, LLC
125 Clairemont Avenue, Suite 420
Decatur, GA 30030

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: 7/23/2014

ATTEST:

_____
Barbara H. Sanders, CCC Clerk of the
Board of Commissioners of DeKalb County, Georgia

APPROVED AS TO FORM:

_____
Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

_____
H. Maxine Daniels Director
DeKalb County Board of Registrations and Elections

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

DeKalb County
Contract No. 14-801130

CITY OF AVONDALE ESTATES, GEORGIA

_____ (SEAL)
Mayor

_____
Municipal Clerk (SEAL)

Date: 11/27/2014

APPROVED AS TO FORM:

_____
City Attorney

APPROVED AS TO SUBSTANCE:

_____
City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF AVONDALE ESTATES hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____ _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____day of_____, 20____.

_____(SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF AVONDALE ESTATES _____Election on _____.

This _____day of_____, 20____.

_____(SEAL)
Elections Supervisor
DeKalb County Board of Registrations and
Elections

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INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF DORAVILLE, GEORGIA

DeKalb County Contract No. 13-801007

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 1st day of October, 2013, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Doraville, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements

to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:	Elections Supervisor 4380 Memorial Drive Suite 300 Decatur, Georgia 30032
With a copy to:	County Attorney 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030
If to the City:	City Manager 3725 Park Avenue Doraville, Georgia 30340
With a copy to:	City Attorney 3725 Park Avenue Doraville, Georgia 30340

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: 9/30/2013

ATTEST:

Barbara H. Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

H. Maxine Daniels
Director
DeKalb County Board of Registrations and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF DORAVILLE, GEORGIA

_____ **(SEAL)**

Mayor

Date: 8/6/13

_____

Municipal Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF DORAVILLE hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF DORAVILLE _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and Elections

June 12, 2013
DeKalb County
Contract No. 13-801004

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF PINE LAKE, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 30th day of September, 2013, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of PINE LAKE, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements

to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:	Elections Supervisor 4380 Memorial Drive Suite 300 Decatur, Georgia 30032
With a copy to:	County Attorney 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030
If to the City:	City Manager P.O. Box 1325 459 Pine Drive Pine Lake, Georgia 30072
With a copy to:	City Attorney of Lithonia P.O. Box 1663 Decatur, Georgia 30031

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: 9/30/2013

ATTEST:

_____
Barbara H. Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

_____
H. Maxine Daniels
Director
DeKalb County Board of Registrations and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DeKalb County
Contract No. 13-801004

CITY OF PINE LAKE, GEORGIA

(SEAL)

Mayor

Date: 8/15/2013

Municipal Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF PINE LAKE hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF PINE LAKE _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and Elections

DeKalb County
Contract No. 13-801002

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF LITHONIA, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 30th day of September, 2013, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Lithonia, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2018, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements

to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:
Elections Supervisor
4380 Memorial Drive
Suite 300
Decatur, Georgia 30032

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City:
City Manager
6980 Main Street
Lithonia, Georgia 30058

With a copy to:
City Attorney of Lithonia
Care of: Winston Denmark
8024 Fairoaks Court
Jonesboro, Georgia 30236

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: 10/3/2013

ATTEST:

Barbara H. Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

H. Maxine Daniels
Director
DeKalb County Board of Registrations and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DeKalb County
Contract No. 13-801002

CITY OF LITHONIA, GEORGIA

_____ **(SEAL)**
Deborah A. Jackson
Mayor

Leah Rodriguez
Municipal Clerk (SEAL)

Date: July 23, 2013

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF LITHONIA hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF LITHONIA _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and Elections

June 12, 2013

DeKalb County
Contract No. 13-801001

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF STONE MOUNTAIN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 30th day of September, 2013, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of STONE MOUNTAIN, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

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

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

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

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

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

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

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

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

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

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

ARTICLE 1
CONDUCT OF ELECTIONS

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

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

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3
DUTIES AND RESPONSIBILITIES

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

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

a) Designating early and advance voting sites and hours;

b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);

d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;

g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;

h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;

i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;

j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;

c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;

d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;

e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;

i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;

j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;

k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;

l) Providing the County with an electronic copy of referendums that must be placed on a ballot;

m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;

n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

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

ARTICLE 5
LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements

to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

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

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6
EMPLOYMENT STATUS

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

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

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

ARTICLE 7
RECORDKEEPING AND REPORTING

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

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

ARTICLE 8
TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9
NOTICES

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

If to the County:	Elections Supervisor 4380 Memorial Drive Suite 300 Decatur, Georgia 30032
With a copy to:	County Attorney 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030
If to the City:	City Manager 875 Main Street Stone Mountain, Georgia 30083
With a copy to:	City Attorney of Stone Mountain Fowler, Hein, Cheatwood and Williams, P.A. 2970 Clairmont Road, Suite 220 Atlanta, Georgia 30329-4414

ARTICLE 10
NON-ASSIGNABILITY

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

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 13
BINDING EFFECT

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

ARTICLE 14
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: 9/30/2013

ATTEST:

_____
Barbara H. Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:

_____
H. Maxine Daniels
Director
DeKalb County Board of Registrations and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DeKalb County
Contract No. 13-801001

CITY OF STONE MOUNTAIN, GEORGIA

_____ **(SEAL)**

Mayor

Date: 7/2/13

_____ (SEAL)

Municipal Clerk

APPROVED AS TO FORM:

_____

City Attorney

APPROVED AS TO SUBSTANCE:

_____

City Manager

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF STONE MOUNTAIN hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20___.

_____ (SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF STONE MOUNTAIN _____Election on _____.

This _____ day of _____, 20___.

_____ (SEAL)
Elections Supervisor
DeKalb County Board of Registrations and
Elections

GIS (Basic)

Data Sharing Agreement

Participating:

- ✓ Atlanta
- ✓ Avondale Estates
- ✓ Brookhaven
- ✓ Chamblee
- ✓ Clarkston
- ✓ Decatur
- ✓ Doraville
- ✓ Dunwoody
- ✓ Lithonia
- ✓ Pine Lake
- ✓ Stone Mountain

GIS (Non-Basic)

Intergovernmental Agreement

Not Participating:

- ✓ Atlanta
- ✓ Avondale Estates
- ✓ Brookhaven
- ✓ Chamblee
- ✓ Clarkston
- ✓ Decatur
- ✓ Doraville
- ✓ Dunwoody
- ✓ Lithonia
- ✓ Pine Lake
- ✓ Stone Mountain

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF STONE MOUNTAIN
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF STONE MOUNTAIN, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 875 Main Street, Stone Mountain, Georgia 30083.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

   - Parcels (initial delivery + one (1) update of data)
   - Addresses (initial delivery + one (1) update of data)
   - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Stone Mountain
    875 Main Street
    Stone Mountain, Georgia 30083

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF STONE MOUNTAIN

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF PINE LAKE
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF PINE LAKE, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 462 Clubhouse Drive, Pine Lake, Georgia 30072.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

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   - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

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8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

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17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

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    City of Pine Lake
    462 Clubhouse Drive
    Pine Lake, Georgia 30072

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

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Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

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(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF PINE LAKE

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF LITHONIA
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF LITHONIA, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 6920 Main Street, Lithonia, Georgia 30058.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

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- Four (4) custom maps annually

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9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

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12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

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14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

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18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

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    City of Lithonia
    6920 Main Street
    Lithonia, Georgia 30058

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

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24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF LITHONIA

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF DUNWOODY
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF DUNWOODY, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 41 Perimeter Center E, Dunwoody, Georgia 30346.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

   - Parcels (initial delivery + one (1) update of data)
   - Addresses (initial delivery + one (1) update of data)
   - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Dunwoody
    41 Perimeter Center E
    Dunwoody, Georgia 30346

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF DUNWOODY

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF DORAVILLE
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF DORAVILLE, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 3725 Park Avenue, Atlanta, Georgia 30340.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

   - Parcels (initial delivery + one (1) update of data)
   - Addresses (initial delivery + one (1) update of data)
   - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Doraville
    3725 Park Avenue
    Atlanta, Georgia 30340

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

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(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF DORAVILLE

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF DECATUR
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF DECATUR, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 509 N. McDonough Street, P.O. Box 220, Decatur, Georgia 30031.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

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- Street Centerlines (initial delivery + one (1) update of data)
- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

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6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the

license granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Decatur
    509 N. McDonough Street
    P.O. Box 220
    Decatur, Georgia 30031

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient

opportunity to take whatever action it deems appropriate. If no County response is received within two (2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the day and date herein above written.

CITY OF DECATUR

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF CLARKSTON
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF CLARKSTON, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 1055 Rowland Street, Clarkston, Georgia 30021.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

   - Parcels (initial delivery + one (1) update of data)
   - Addresses (initial delivery + one (1) update of data)
   - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Clarkston
    1055 Rowland Street
    Clarkston, Georgia 30021

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF CLARKSTON

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF CHAMBLEE
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF CHAMBLEE, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 5468 Peachtree Road, Chamblee, Georgia 30341.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

   - Parcels (initial delivery + one (1) update of data)
   - Addresses (initial delivery + one (1) update of data)
   - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Chamblee
    5468 Peachtree Road
    Chamblee, Georgia 30341

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF CHAMBLEE

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF BROOKHAVEN
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF BROOKHAVEN, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 4362 Peachtree Road, Brookhaven, Georgia 30319.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

   - Parcels (initial delivery + one (1) update of data)
   - Addresses (initial delivery + one (1) update of data)
   - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Brookhaven
    4362 Peachtree Road
    Brookhaven, Georgia 30319

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF BROOKHAVEN

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF AVONDALE ESTATES
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF AVONDALE ESTATES, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 21 S. Avondale Plaza, Avondale Estates, Georgia 30002.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

    - Parcels (initial delivery + one (1) update of data)
    - Addresses (initial delivery + one (1) update of data)

- Street Centerlines (initial delivery + one (1) update of data)
- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Avondale Estates
    21 S. Avondale Plaza
    Avondale Estates, Georgia 30002

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF AVONDALE ESTATES

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

INTERGOVERNMENTAL
GIS DATA SHARING AGREEMENT
BETWEEN
CITY OF ATLANTA
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL DATA EXCHANGE AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF ATLANTA, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is 55 Trinity Avenue, Atlanta, Georgia 30303.

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to obtain and utilize the County-provided digital geographical information systems data to assist in its municipal operations; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and the City will benefit from this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

1. This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2027, unless otherwise terminated as set forth herein.

2. The County will forward to the City the following Geographical Information Systems Department's files (hereinafter referred to as "Data"):

    - Parcels (initial delivery + one (1) update of data)
    - Addresses (initial delivery + one (1) update of data)
    - Street Centerlines (initial delivery + one (1) update of data)

- Four (4) custom maps annually

3. In exchange for the initial delivery of the Data outlined in Section 2 above, the City agrees to provide digital data updates reflecting any changes to the information contained in the Data initially delivered and/or any data updates the City obtains.

4. The County reserves the right to charge the City for staff time at an hourly rate of $65 per hour, per person for any additional or special mapping, data conversions, data delivery or training requested by the City. The County intends to reserve such charges for those request that require more than two hours of work by a single person, but will determine at its sole discretion when to wave the charges.

5. Delivery of the Data to the City shall be made by the County only after all parties have fully executed this Agreement and/or if necessary payment has been received by the County.

6. The Data will remain the property of the County and is provided to the City for the exclusive purpose of supporting the City's operations. The City is not authorized to copy or use the Data for any purposes other than the City's routine and regular operations.

7. The City may not sell, assign, sublet, transfer or otherwise distribute the Data or other County Geographical Information Systems Department's digital data in its original form to any third party, including but not limited to any individual, business entity, academic institution, non-profit or governmental body without prior written approval from the County.

8. The City understands the County is providing the above data and the County will provide one (1) annual update if necessary, as determined by the County at its sole discretion.

9. The City is exclusively responsible for the supervision, control, and use of the Data, and shall take reasonable precautions to prevent any unauthorized use or distribution.

10. The City agrees to provide the County any proposed corrections, updates, and/or modifications to the Data under this Agreement. The County will use these proposed corrections, updates, and/or modifications provided by the City as it deems appropriate.

11. The City agrees to expressly acknowledge the County as the source of the Data and thereby give the County full credit for the construction and provision of the DeKalb County Data in relevant maps, reports, papers and/or public presentations and provide copies of such maps, reports, papers and/or public presentations to the County. The City must include a notice attributing the copyrighted Record/Data to the County and noting its year of publication. The City will clearly, distinguish any modifications it makes to the Data from the original Data provided by the County.

12. The Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the express written permission of the County.

13. The City agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or any third parties furnishing said items to the County.

14. The City shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or any portion thereof to a third party without the express written permission of the proper County authority. The City has express permission to use the Data for operational purposes and may share it with employees, staff, vendors, consultants, and other persons and/or entities that are engaged in any such operations directly or via contractual relationship, provided such use of the Data will be conducted with the proper express limits, acknowledgements, and disclaimers to properly protect the proprietary interests of the County and the provisions of this Agreement.

15. The Data have been developed for DeKalb County internal use only. The City understands and acknowledges that the Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL GEOGRAPHICAL INFORMATION SYSTEMS DATA BE USED FOR FINAL ENGINEERING DESIGN PURPOSES. The City hereby expressly acknowledges and agrees that the Data are provided "as-is" by the County. The County makes no warranties or guarantees, either express or implied, as to the completeness, accuracy, or correctness of such Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City hereby further expressly acknowledges and agrees that there are no warranties, either express or implied, of merchantability or fitness of such Data for a particular purpose.

16. The County is not responsible for incidental, consequential, or special damages arising out of the use of the Data provided the County. The City agrees that the Data shall be used and relied upon at the sole risk of the City.

17. The City shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error or omission of the City, or the negligent act of the City or any of its officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

18. In the event, at the sole discretion of the County, the City breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license

granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

19. Neither this Agreement nor the rights granted herein shall be assigned or transferred by the City under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

20. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the City to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the City with at least thirty (30) days prior written notice, a Notice of Termination specifying the effective date of termination. Written notice shall be sent to the City, addressed as follows:

    City of Atlanta
    55 Trinity Avenue
    Atlanta, Georgia 30303

    All notices sent to the above address shall be binding upon the City unless said address is changed by the City in writing to the County.

21. The City agrees to return all data to the DeKalb County Geographical Information Systems Department by the termination date specified in the Notice of Termination or upon the expiration of this Agreement whichever comes first. If no date is specified, all data will be promptly returned to the DeKalb County Geographical Information Systems Department on or before termination/expiration date.

22. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of the federal or state governments, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

23. The Data subject to this Agreement are of a proprietary nature. The Data shall not be released to the public in the form originally released to the City, unless required by law. If the City is required by law to release the Data, as originally released by the County, it shall notify the County before doing so. This notification must be provided upon the same day as the City's receipt of the request for the Data, so that the County has sufficient opportunity to take whatever action it deems appropriate. If no County response is received within two

(2) business days of the City's receipt of the Georgia Open Records Act request, then the County understands the City must and shall determine whether or not the records are subject to access under the provisions of the Georgia Open Records Act without the County's response. The City will promptly notify the County of such disclosure by fax transmittal. Such notice shall be sent to the County addressed as follows:

Office of the Interim Chief Executive Officer
DeKalb County, Georgia
1300 Commerce Drive, Suite 600
Decatur, Georgia 30030
(404) 371-6291 (Facsimile)

With a copy to:

GIS Department
Attention: Director
DeKalb County, Georgia
330 W. Ponce de Leon Avenue, Suite 600
Decatur, Georgia 30030
(404) 371-3200 (Facsimile)

24. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

25. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes or action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

26. The relationship between the County and the City shall be that of licensor and licensee.

27. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

28. This Agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment or modifications of this Agreement shall be enforceable unless approved in accordance with the policies of the Board of Commissioners of DeKalb County.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the

day and date herein above written.

CITY OF ATLANTA

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

_____
Stacy Grear
Director, GIS Department
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney
DeKalb County, Georgia

Property Tax Collections/Tax Billing

Intergovernmental Agreement

Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Decatur

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF STONE MOUNTAIN a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $4,970.00 by July 28, 2016 of which $200.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $4,770.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $6,000.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $5,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Stone Mountain
875 Main Street
Stone Mountain, Georgia 30083

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF STONE MOUNTAIN

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF PINE LAKE a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $1,12200 by July 28, 2016 of which $200.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $922.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $2,000.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $1,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Pine Lake
PO Box 1325
Pine Lake, Georgia 30072

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF PINE LAKE

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF LITHONIA, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $1,818.00 by July 28, 2016 of which $200.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $1,618.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $2,500.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $1,500.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Lithonia
6920 Main Street
Lithonia, Georgia 30058

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF LITHONIA

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF DUNWOODY, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $26,000.00 by July 28, 2016 of which $1,000.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $25,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $26,000.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $25,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Dunwoody
41 Perimeter Center East
Dunwoody, Georgia 30356

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF DUNWOODY

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF DORAVILLE, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $7,984.00 by July 28, 2016 of which $200.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $7,784.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $10,000.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $9,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Doraville
3725 Park Avenue
Doraville, Georgia 30340

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF DORAVILLE

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF CLARKSTON, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $3,614.00 by July 28, 2016 of which $500.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $3,114.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $4,500.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $3,500.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF CLARKSTON

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF CHAMBLEE a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $4,970.00 by July 28, 2016 of which $200.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $4,770.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $6,000.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $5,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Chamblee
5468 Peachtree Road
Chamblee, Georgia 30341

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF CHAMBLEE

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF BROOKHAVEN, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $26,000.00 by July 28, 2016 of which $1,000.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $25,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $26,000.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $25,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Brookhaven
4362 Peachtree Road
Brookhaven, Georgia 30319

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF BROOKHAVEN

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF AVONDALE ESTATES, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $3,832.00 by July 28, 2016 of which $200.00 shall be retained by the County for reimbursement of the cost for the initial setup and service to the City. The remaining $3,632.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of $5,000.00 by June 1 each year of which $1,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $4,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Avondale Estates
21 North Avondale Plaza
Avondale Estates, Georgia 30002

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF AVONDALE ESTATES

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

THIS AGREEMENT made by and between the CITY OF ATLANTA,a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner"), each of whom has been duly authorized to enter into the Agreement.

RECITAL:

Authority to Collect

The duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges. By virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

Authority to Contract

Pursuant to §O.C.G.A. 48-5-359.1, the County is authorized, , to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes, sanitation assessments, and applicable fees, including but not limited to stormwater and streetlight district charges and the Tax Commissioner is authorized, to accept, receive, and retain compensation from the county for such additional duties and responsibilities in addition to that compensation provided by law to be paid to the Tax Commissioner by the County.

SERVICES TO BE PERFORMED

Specific Services

The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City.

Method of Performing Services

The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and billed separately upon the annual County tax statement.

W I T N E S E T H:

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1. Effective for the 2016 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, and heavy equipment within the City for and on behalf of the City.

2. Such billings will consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and other taxes, fees, and charges as applicable and provided by the City and listed on the annual County tax bill.

3. The County shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the agent of the City to conduct tax sales for taxes due the City.

4. The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the date the County sets its millage, currently the second (2nd) Tuesday of July each year. County agrees to furnish City with any change in date.

5. The City agrees that the County shall retain the distribution of penalties collected on delinquent ad valorem taxes, as specified in O.C.G.A. §48-2-44 (3) (C).

6. For the initial 2016 tax year, the City shall pay the County, by check, a fee of $100,000.00 by July 28, 2016 of which $75,000.00 shall be retained by the County for reimbursement of the cost for the setup and service to the City. The remaining $25,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. County shall distribute said salary supplement to the Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein.

7. For all subsequent tax years, the City shall pay the County, by check, a fee of

$100,000.00 by June 1 each year of which $75,000.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining $25,000.00 shall be distributed as an annual salary supplement to Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such additional duties and responsibilities in collecting the City taxes. The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City. In the event that the City fails to pay the County according to the terms as set forth herein, the County shall be entitled to consider this Agreement null and void, and the Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City as set forth herein. The amounts for subsequent years may be modified upon annexation of additional parcels or by adjustment of the number parcels from year to year by the City.

8. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

9. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

10. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

11. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the Chief Executive Officer of County and to the Mayor of City at the addresses below:

DeKalb County, Georgia
Manuel J. Maloof Center
1300 Commerce Drive
Sixth Floor
Decatur, Georgia 30030

City of Atlanta
68 Mitchell Street, Suite 11100
Atlanta, Georgia 30303

12. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

13. Pursuant to GA CONST Art. 9, § 3, ¶ I, this intergovernmental agreement shall not exceed 50 (fifty) years.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents

have caused this Agreement to be signed.

CITY OF ATLANTA

By:_____

Title:_____

Date:_____

ATTESTED:

By:_____

Title:_____

Date: _____

DEKALB COUNTY, GEORGIA

By: _____by Dir.(SEAL

LEE MAY
Interim Chief Executive Officer

Date:_____

ATTESTED:

APPROVED AS TO FORM:

By:

_____

Barbara Sanders, CCC
Clerk of the Chief
Executive Officer and Board of
Commissioners of DeKalb County,
Georgia

_____

County Attorney

APPROVED AS TO SUBSTANCE:

By:_____

Irvin J. Johnson, Tax Commissioner
DeKalb County, Georgia

Sworn to and subscribed before
me this _____ day of
_____, 2016

Notary Public

Police (Basic)

Intergovernmental Agreement

Participating:

- Lithonia
- Pine Lake

Not Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur
- Dunwoody
- Stone Mountain

Police (Non-Basic)

Intergovernmental Agreement

Participating:

- Avondale Estates
- Chamblee
- Clarkston
- Decatur
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta
- Brookhaven
- Dunwoody

House Bill 1508 (AS PASSED HOUSE AND SENATE)

By: Representatives Benfield of the 85th, Henson of the 87th, Stephenson of the 92nd, Bell of the 58th, Dawkins-Haigler of the 93rd, and others

A BILL TO BE ENTITLED

AN ACT

To amend an Act to impose certain requirements and limitations upon ad valorem taxes levied by DeKalb County to finance the provision of certain governmental services, known and cited as the "DeKalb County Special Services Tax Districts Act," approved April 12, 1982 (Ga. L. 1982, p. 4396), as amended, so as to change the definition of district services; to provide a declined governmental services option; to provide for related matters; to provide for applicability; to provide for an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act to impose certain requirements and limitations upon ad valorem taxes levied by DeKalb County to finance the provision of certain governmental services, known and cited as the "DeKalb County Special Services Tax Districts Act," approved April 12, 1982 (Ga. L. 1982, p. 4396), as amended, is amended in Section 2 by revising paragraph (4) and adding a new paragraph to read as follows:

"(4) 'District services' means the following governmental services provided by DeKalb County to DeKalb municipalities and unincorporated areas as defined in paragraphs (2) and (3) of Section 2 of this Act:

(A) Basic police services comprised of services performed by the uniform division, traffic unit, park patrol, criminal investigation division, and crime scene investigation unit of the DeKalb County police department;

(B) Nonbasic police services comprised of services performed by the aerial support unit, SWAT team, bomb squad unit, intelligence and permits, K-9 division, gang task force, drug task force, and homeland security division (emergency management) of the DeKalb County police department;

(C) Parks, recreational areas, programs, and facilities; and

(D) Street and road maintenance, including the maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof.

(5) 'Declined governmental services' means any governmental service identified in paragraph (4) of this section that a DeKalb municipality specifically elects to exclude from district services by means of a fully executed, valid resolution of its governing body, which declined governmental service will no longer be performed by DeKalb County for that DeKalb municipality.″

SECTION 2.

Said Act is further amended by revising Section 4 as follows:

″SECTION 4.

Special services tax districts. Each DeKalb municipality shall constitute a special services tax district composed of that portion of DeKalb County lying within the corporate limits of each respective DeKalb municipality, and the unincorporated areas shall constitute a special services tax district composed of all the unincorporated areas of DeKalb County. For the purposes of this Act, each such special services tax district shall be designated by the name of its respective DeKalb municipality, except for that portion of DeKalb County lying within the corporate limits of the City of Atlanta, which shall be designated 'Atlanta in DeKalb,' and the unincorporated area, which shall be designated 'DeKalb.'″

SECTION 3.

Said Act is further amended by adding a new section to read as follows:

″SECTION 6.1.

Particularized millage rates for governmental services.

(a) Particularized millage rate. After the county determines the adjusted district services ad valorem tax millage rate for each DeKalb municipality as provided in Sections 5 and 6 of this Act, the county shall calculate a particularized millage rate applicable to each DeKalb municipality for each governmental service. The particularized millage rate shall be used to reduce a DeKalb municipality's adjusted district services ad valorem tax millage rate in the event such municipality declines governmental services.

(b) Standardization for parks and roads governmental services. In determining a particularized millage rate for parks and roads governmental services, as defined in subparagraphs (C) and (D) of paragraph (4) of Section 2 of this Act, the county shall

establish a standardized particularized millage rate so that annually each DeKalb municipality shall be subject to the same standardized particularized millage rates for parks and roads governmental services. The standardized particularized millage rates for parks and roads governmental services may fluctuate annually based on budgetary levels, but the rate charged to DeKalb municipalities shall not exceed the rate charged to DeKalb.

(c) Calculation. The county shall calculate the particularized millage rate in the following manner: The county shall determine the total budgeted appropriations for district services for all special services tax districts and then divide the budgeted appropriations allocated to each governmental service by the total budgeted appropriations. Each resulting number shall be the percentage of appropriations allocated to each governmental service which shall then be multiplied by the adjusted district services ad valorem tax millage rate for each DeKalb municipality reflected in subsection (b.1) of Section 6 of this Act. The resulting numbers shall be the raw particularized millage rates. The county shall use the raw particularized millage rates for parks and roads governmental services to assist in establishing the standardized particularized millage rates for parks and roads governmental services. The county shall deduct the standardized particularized millage rates for parks and roads governmental services from the adjusted district services ad valorem tax millage rate for each DeKalb municipality and shall separate the resulting number into a particularized millage rate for each municipality for basic and nonbasic police services based on the proportion that the budgeted appropriation for each police service bears to the total police services budgeted appropriations. The particularized millage rates for each governmental service may fluctuate annually based on budgetary levels."

SECTION 4.

Said Act is further amended by revising Section 9 as follows:

"SECTION 9.

Declined governmental services.

Each DeKalb municipality comprising a special services tax district shall receive all district services and shall be subject to the adjusted district services ad valorem tax as calculated in Sections 5 and 6 of this Act, unless the governing body of a DeKalb municipality declines any governmental services as follows:

(1) Beginning with the year 2011, the governing body of any DeKalb municipality may decline to have DeKalb County perform any or all district services as defined by paragraph (4) of Section 2 of this Act by delivering to DeKalb County a fully executed, valid resolution of its governing body identifying the declined governmental services.

Such DeKalb municipality resolution shall be delivered to the chief executive officer and each commissioner of DeKalb County, via certified United States mail or private delivery service, such as UPS or Federal Express, prior to 5:00 P.M. on or before September 30, 2010. If a fully executed, valid resolution is received by the chief executive officer and commissioners of DeKalb County in the manner required by this paragraph, then the county shall reduce that municipality's adjusted ad valorem tax millage rate for district services by the particularized millage rate of the declined governmental services, effective beginning January 1, 2011, and continuing thereafter from year to year unless modified in the manner provided in paragraph (2) of this section.

(2) After January 1, 2011, if a DeKalb municipality chooses to decline a district service, whether alone or in addition to already declined district services, the governing body of such DeKalb municipality may deliver to DeKalb County a new resolution identifying any declined governmental services. Such DeKalb municipality resolution shall be delivered to the chief executive officer and each commissioner of DeKalb County, via certified United States mail or private delivery service, such as UPS or Federal Express, prior to 5:00 P.M. on or before June 30. In the event a fully executed, valid resolution is received by the chief executive officer and the commissioners of DeKalb County in the manner required by this paragraph, then in the new year following receipt of such resolution, the county shall reduce that municipality's adjusted ad valorem tax millage rate for district services by the particularized millage rate of the declined governmental services.

(3) If any DeKalb municipality fails to enact a resolution in accordance with the requirements of paragraph (1) or (2) of this section, then the adjusted district services ad valorem tax for that DeKalb municipality shall be calculated in the manner set forth in Sections 5 and 6 of this Act. If the county ceases entirely to perform one of the district services identified in paragraph (4) of Section 2 of this Act, then each DeKalb municipality shall have its adjusted ad valorem tax millage rate for district services reduced by the particularized millage rate for that discontinued service.

(4) If any DeKalb municipality enacts a resolution as provided in paragraph (1) or (2) of this section, DeKalb County shall provide no declined governmental services to that DeKalb municipality unless and until DeKalb County agrees to restore a previously declined governmental service in the manner provided in paragraph (5) of this section.

(5) The governing body of any DeKalb municipality may request that the county perform a previously declined governmental service by forwarding a written request to the chief executive officer and each commissioner of DeKalb County identifying with specificity the governmental service sought. The request shall be forwarded via certified United States mail or private delivery service, such as UPS or Federal Express, prior to 5:00

P.M. on or before June 30. The governing authority of DeKalb County may, in its sole discretion, decide whether it will provide the previously declined governmental service to the DeKalb municipality. The finance director shall forward the county's decision in writing to the mayor of the affected DeKalb municipality within 15 business days of the county making its decision, and the county shall make its decision within 90 days of receiving a DeKalb municipality's request. If the county agrees to provide the previously declined governmental service, the county shall begin providing the governmental service on January 1 of the new year following receipt of the resolution, and an increased adjusted ad valorem tax millage rate for district services shall be determined and levied in conformity with the applicable requirements of this Act."

SECTION 5.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 6.

All laws and parts of laws in conflict with this Act are repealed.

Medical Examiner

Intergovernmental Agreement

Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

MEDICAL EXAMINER

DEKALB COUNTY

Patrick L. Bailey
Director

3550 Kensington Road
Decatur, Georgia 30032-1328
Office: (404) 508-3500
Fax: (404) 508-3504

MEMORANDUM

To: Andrew Baker, Director
Planning and Sustainability

From: Patrick L. Bailey, Director PLB

Date: September 16, 2016

Re: DeKalb County Service Delivery Strategy-Medical Examiner

In regards to the inquiry regarding service delivery to municipalities within the geographical boundaries of DeKalb County, Georgia, the DeKalb County Medical Examiner's Office, under the provisions of the Georgia Death Investigation Act, have jurisdiction over all reportable deaths.

The only exception to this statue is when the death occurs on State Owned and/or State Leased Property. The Statue, 45-16-25(a)(2)(d) reads as follows:

(d) The Georgia Bureau of Investigation is authorized to perform a post mortem examination and autopsy on a person whose death occurs within a state owned or leased building or on the curtilage of such building. The Georgia Bureau of Investigation shall have jurisdiction relating to the investigation of such a death, and this authority and jurisdiction shall supersede any other authority or jurisdiction provided for by this article relating to a post mortem examination or autopsy.

The Medical Examiner's Office maintains jurisdiction on all other reportable deaths.

Emergency Management

Intergovernmental Agreement

Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur (Overlap)
- Doraville (Overlap)
- Dunwoody
- Lithonia
- Pine Lake (Overlap)
- Stone Mountain

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

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

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

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) “Participating Parties” means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

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

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

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

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

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

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
LIMITATIONS

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

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

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

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

ARTICLE VI
LIABILITY AND IMMUNITY

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

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

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

ARTICLE VII
RIGHTS AND PRIVILEGES

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

ARTICLE VII
REIMBURSEMENT

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

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

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

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE VIII
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE IX
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE X
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

_____ _____

Chief Executive Officer - Signature Chief Executive Officer – Print Name

County/Municipality: _____

Date: _____/_____/_____

_____ _____

GEMA/HS Director – Signature GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

_____ _____
Print Name Job Title/Position

_____
Signature of Above Individual

_____ _____
Print Name Job Title/Position

_____
Signature of Above Individual

_____ _____
Print Name Job Title/Position

_____
Signature of Above Individual

_____ Date: _____/_____/_____
Chief Executive Officer - Signature

_____
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for

_____ (county/municipality) for the purpose of reimbursement sought for mutual aid:

_____ _____
Print Name Job Title/Position

_____
Signature of Above Individual

_____ _____
Print Name Job Title/Position

_____
Signature of Above Individual

_____ _____
Print Name Job Title/Position

_____
Signature of Above Individual

_____ Date: _____/_____/_____
Chief Executive Officer - Signature

_____
Chief Executive Officer – Print Name

Explanation

The County and the Cities work together using the same Emergency Management Plan in case of an emergency or disaster.

COUNTY RESOLUTION
RELATIVE TO EMERGENCY MANAGEMENT

Section I - DEFINITION

As used in this resolution, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of a technological or natural origin. These functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to the general population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II - OFFICE OF THE COUNTY EMERGENCY MANAGEMENT DIRECTOR

In agreement with the governing officials of the cities within the county, there is hereby established the Dekalb County Emergency Management Agency. The Chief Executive Officer of Dekalb County, shall nominate for appointment by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the county and cities therein on matters pertaining to emergency management.

2. To assist county and city officials in organizing county and city departments for emergency operations.

3. To develop, in conjunction with county departments the Dekalb County Plan for emergency functions set forth in Section I of this resolution. Such plan will be in consonance with the Georgia Emergency Operations Plan and shall be submitted to the governing officials of Dekalb County for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Agency and carry out the day-to-day administration of the county emergency management program, including the submission of required reports to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.

7. To coordinate the activities of the county Emergency Operating Center staff during periods of an emergency, and under the supervision of county governing officials.

Section III - DEKALB COUNTY EMERGENCY MANAGEMENT AGENCY

The Dekalb County Emergency Management Agency shall be established around existing county departments and the emergency functions listed in Section I above are assigned as follows:

DEPARTMENT/AGENCY	FUNCTIONS*
1. CEO, Dekalb County Government	Direction and Control
2. Public Safety Department	Communications and Warning Law Enforcement Services Evacuation Services
3. Emergency Management Agency	Emergency Public Information Damage Assessment Services Specific Impact Hazards
4. Fire Department	Search Rescue Services Fire Services Radiological Protection Hazardous Materials (Specific Impact Hazard)
5. Public Works	Public Works Services
6. School Superintendent	Transportation Services Food Services
7. Health Department Medical Examiner	Medical and Deceased Identification Services
8. Emergency Management Agency	Resources Management
9. Department of Family & Children Services	Human Services Emergency Shelter Services

(*As appropriate to the local organization, these functions can be assigned to existing departments or may be separate. Functions should be assigned consistent with the local Emergency Operations Plan.)

Heads of departments listed above are responsible for developing appropriate annexes to the local Emergency Operations Plan (EOP) for their assigned emergency functions. Such annexes will be submitted to the Emergency Management Director for inclusion in the local EOP for submission to appropriate local officials for approval.

Section IV - POWERS DURING AN EMERGENCY OR DISASTER

In the event of a technological disaster, a natural disaster, an actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Dekalb County, the CEO, Dekalb County, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give, or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V - VOLUNTEERS

All persons, other than officers and employees of the county performing emergency functions pursuant to this resolution, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as county officers and employees.

Section VI - PENALTIES

Any person violating any provision of this resolution, or any rule, order, or regulation made pursuant to this resolution, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section VII - LIBERALITY OF CONSTRUCTION

This resolution shall be construed liberally in order to effectuate its purpose.

SECTION VIII - EFFECTIVE DATE

This resolution is effective immediately and where the provisions of this resolution are in conflict with existing local laws, the provisions of this resolution will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This 28 day of February, 19 97.

Chief Executive Officer, Dekalb County, Georgia

The City of Lithonia participates in the DeKalb County Emergency Management Plan.

ORDINANCE NO. 168

COPY

AN ORDINANCE

An Ordinance to amend the Code of the City of Clarkston pertaining to health and sanitation by adding a section concerning Emergency Management.

BE IT ORDAINED BY THE CITY COUNCIL OF CLARKSTON, GEORGIA, and it is hereby ordained by the authority of the same, that the Code of the City of Clarkston be amended in the following respect:

By adding to the Code, the following new chapter:

"Chapter 10.5 EMERGENCY MANAGEMENT

Section 10.5-1. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 10.5-2 Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Clarkston, Georgia, that the City of Clarkston, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a

Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.

2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 10.5-1 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

Section 10.5-3. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 10.5-1 above are assigned as follows:

Department/Agency	Functions
Mayor	Direction and Control

CEO, County Commissioners	.Direction and Control
Police Department	Communications & Warning
Sheriff Department	Police Services
	Evacuation
Emergency Management Office	Public Information
	State Military Support
	Training
	Preliminary Damage Assessment & Reporting
	Public Property Assistance
	Attack Preparedness
	Specific Hazards
Fire Department	Search, Rescue & Recovery
	Fire Services
	Hazardous Materials
	Radiological Protection
Public Works	Engineering
	Petroleum and Solid Fuel Services
	Utilities
DeKalb School System	Transportation Services
	Food Services
Board of Health	Health & Medical Services
Department of Family & Children Services	Social Services
	Shelter & Temporary Housing

Section 10.5-4 Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Clarkston, the Mayor of Clarkston separately, or jointly with the CEO, County Commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 10.5-5. Volunteers.

All persons, other than officers and employees of the city, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

Section 10.5-6. Penalties.

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section 10.5-7. Liberality of Construction.

This ordinance shall be construed liberally in order to effectuate its purpose.

Section 10.5-8. Effective Date.

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the DeKalb County Emergency Management Resolution.

Should any portion of this Ordinance be found in conflict with any other law, or shall be found by any court interpreting its provisions or the application thereof to be unenforceable or unconstitutional for any reason, then the parts not so found shall be and remain in full force and effect.

Adopted by the City Council of the City of Clarkston, this 1st day of October, 1991.

Ernest A. Carroll
ERNEST A. CARROLL, MAYOR

Attest:

Carol Keys
CAROL KEYS, CITY CLERK

APPROVED AS TO FORM:

F. JACKSON RHODES, CITY ATTORNEY

I:\D\2624\EMERGENC.ORD

RESOLUTION

WHEREAS, the City of Doraville and DeKalb County have worked together for many years for the mutual benefit of the citizens of DeKalb County and the City of Doraville; and

WHEREAS, DeKalb County furnishes assistance to Doraville on numerous matters which are performed within the City of Doraville; and

WHEREAS, the City of Doraville is desirous of reaffirming such association and readopting applicable DeKalb County Codes designating authorized DeKalb County personnel to perform duties within the City of Doraville and providing for enforcement of same;

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the City of Doraville adopts all applicable Codes and Ordinances of DeKalb County, Georgia which covers matters which have been or may be handled by DeKalb County personnel including, but not limited to Building Permits, Construction Permits, Property Maintenance, Health Regulations, Roads and Drainage, Fire, and Family and Human Services, as they presently exist or may be amended in the future from time to time.

The City of Doraville designates authorized personnel of DeKalb County to enforce such Codes and Ordinances within the City. Violations of such Codes shall be subject to citation and trial in the City of Doraville in its Municipal Court and punishment as provided for in its Charter, or may be tried through the DeKalb Recorder's Court.

This the 3rd day of September, 1991.

Gene Lively, Mayor

ATTEST:

Mary Grant, Clerk

#348

AN ORDINANCE TO AMEND THE CODE OF GENERAL ORDINANCES OF THE CITY OF CHAMBLEE, GEORGIA, TITLE IV, CHAPTER III, EMERGENCY MANAGEMENT, TO PROVIDE THAT THE CITY BE A PART OF THE DEKALB COUNTY EMERGENCY MANAGEMENT UNIT, REPEALING CONFLICTING ORDINANCES AND FOR OTHER LAWFUL PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHAMBLEE, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAME, THAT THE PROVISIONS OF TITLE IV, CHAPTER III OF THE CODE OF GENERAL ORDINANCES OF THE CITY CHAMBLEE, GEORGIA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SECTION 4-3-2 WHICH SAID SECTION SHALL READ AS FOLLOWS:

Section 4-3-2 City to be a part of the DeKalb County Emergency Management Unit

(a) DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation

of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

(b) OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Chamblee, Georgia, tat the City of Chamblee, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.

2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the

Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

(c) DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

	DEPARTMENT/AGENCY	FUNCTIONS
1.	Mayor CEO, County Commissioners	Direction and Control
2.	Police Department Sheriff Department	Communications & Warning Police Services Evacuation
3.	Emergency Management Office	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards
4.	Fire Department	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
5.	Public Works	Engineering Petroleum and Solid Fuel Services Utilities
6.	DeKalb School System	Transportation Services Food Services
7.	Board of Health	Health & Medical Services
8.	Department of Family & Children Services	Social Services Shelter & Temporary Housing

(d) POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency

which may affect the lives and property of the citizens of - Chamblee, the Mayor of Chamblee separately, or jointly with the CEO, County commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

(e) VOLUNTEERS

All persons, other than officers and employees of the city, performing emergency functions pursuant to this

ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

(f) PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

(g) LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

(h) EFFECTIVE DATE

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This ordinance shall be in full force and effect from and after the date of its passage by the City Council of the City Chamblee, Georgia.

The foregoing was proposed by Councilmember Fitzpatrick with a Motion that the same be adopted. Said Motion was seconded by Councilmember Biles

_____. Same was then put to a vote and all councilmembers voted in favor of the ordinance and no councilmembers voted against it. Said Motion was thereupon declared passed and duly adopted this 18th day of October, 1991.

Kathy Brannon, CMC, City Clerk
City of Chamblee, Georgia

Approved this the 21st day of October, 1991.

Mayor Johnson W.(Dub) Brown
City of Chamblee, Georgia

First reading: 9/13/91

Second reading: 10/18/91

O-94-10
AN ORDINANCE
AMENDING CHAPTER 17 1/2
POLICE
OF THE DECATUR CITY CODE

BE IT ORDAINED by the City Commission of the City of Decatur, Georgia, and it is hereby ordained by the authority of the same, that Chapter 17 1/2, Police, of the Code of the City of Decatur, Georgia, be and is hereby amended by adding the following in its entirety:

ARTICLE III. EMERGENCY MANAGEMENT OPERATIONS

Section 17 1/2 - 40. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 17 1/2 - 41. Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Decatur, Georgia, that the City of Decatur, Georgia, be a part of the DeKalb County Emergency Management Unit. the Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management;
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 17 1/2 - 40 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted tot he governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as necessary as required by governing officials in keeping with good management practices.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under supervision of DeKalb County governing officials.

Section 17 1/2 - 42. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 17 1/2 - 40 above are assigned as follows:

Mayor CEO, County Commissioners	Direction and Control
Police Department & Sheriff Department	Communications & Warning Police Services Evacuation
Emergency Management Office	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards

Fire Department	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
Public Works	Engineering Petroleum and Solid Fuel Services Utilities
DeKalb School System Decatur School System	Transportation Services Food Services
Board of Health	Health & Medical Services
Department of Family & Children Services	Social Services Shelter & Temporary Housing

Section 17 1/2 - 43. Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of citizens of the City of Decatur, Georgia, the Mayor of the City of Decatur, Georgia separately, or jointly with the CEO, County Commission or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws, and regulations relating to emergency management and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies; and,

4. To perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 17 1/2 - 44. Volunteers.

All persons, other than officers and employees of the City, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as City officers and employees.

Section 17 1/2 - 45. Penalties.

Any person violating any provision of this ordinance, or any rule order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Effective July 6, 1994.

Adopted July 5, 1994.

Elizabeth Wilson, Mayor

Attest:

Peggy Merriss

Peggy Merriss
Acting City Clerk

CITY OF PINE LAKE, GEORGIA

ORDINANCE NUMBER 3-1-5

An ordinance adopting provisions for "EMERGENCY MANAGEMENT"

Be it enacted by the City Council of Pine Lake, Georgia the following Ordinance relating to "EMERGENCY MANAGEMENT"

Section I- DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II- OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Pine lake, Georgia, that the City of Pine Lake, Georgia, be a part of the Dekalb County Emergency Management Unit. The Chief Executive Officer of Dekalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.

2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the Dekalb County Emergency and Disaster Operations Plan for the carrying out of the emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of Dekalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the Dekalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, to include but is not limited to, financial, daily activity, and similar reports.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.

7. To coordinate the activities of the Dekalb County Emergency operating Center staff during periods of an emergency, and under the supervision of Dekalb County governing Officials.

Section-III- DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The Dekalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

	DEPARTMENT/AGENCY	FUNCTIONS
1.	Mayor CEO, County Commissioners	Direction and control.
2.	Police Department Sheriff Department	Communications & Warning Police Services Evacuation
3.	Emergency Management Office	Public Information State Military Support Training Preliminary damage assessment and reporting Public Property Assistance Attack preparedness Specific Hazards

4.	Fire Department	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
5.	Public Works	Engineering Petroleum & Solid Fuel Services. Utilities
6.	Dekalb School System	Transportation Services Food Services
7.	Board of Health	Health & Medical Services
8.	Department of Family & Children Services	Social Services Shelter & Temporary Housing.

Section IV-POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Pine Lake, Georgia, the Mayor of the City of Pine Lake, Georgia, separately, or jointly with the CEO, County Commissioners, Dekalb County, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V- VOLUNTEERS

All persons, other than officers and employees of the City of Pine Lake, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities from liability as City officers and employees.

Section VI- PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable as for committing a misdemeanor.

Section-VII-LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

Section VIII-REPEAL OF CONFLICTING ORDINANCES

Where the provisions of this ordinance are in conflict with existing local ordinances, the provisions of this ordinance will govern, and such provisions of existing ordinances which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the Dekalb County Emergency Management Resolution.

Neil Copeland, Mayor, City of Pine Lake, Georgia

Attest:

City Clerk, City of Pine Lake, Georgia

first reading 11-12-91

Second reading 12-9-91

Third reading 12-30-91

COUNTY RESOLUTION
RELATIVE TO EMERGENCY MANAGEMENT

Section I - DEFINITION

As used in this resolution, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of a technological or natural origin. These functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to the general population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II - OFFICE OF THE COUNTY EMERGENCY MANAGEMENT DIRECTOR

In agreement with the governing officials of the cities within the county, there is hereby established the Dekalb County Emergency Management Agency. The Chief Executive Officer of Dekalb County, shall nominate for appointment by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the county and cities therein on matters pertaining to emergency management.

2. To assist county and city officials in organizing county and city departments for emergency operations.

3. To develop, in conjunction with county departments the Dekalb County Plan for emergency functions set forth in Section I of this resolution. Such plan will be in consonance with the Georgia Emergency Operations Plan and shall be submitted to the governing officials of Dekalb County for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Agency and carry out the day-to-day administration of the county emergency management program, including the submission of required reports to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.

7. To coordinate the activities of the county Emergency Operating Center staff during periods of an emergency, and under the supervision of county governing officials.

Section III - DEKALB COUNTY EMERGENCY MANAGEMENT AGENCY

The Dekalb County Emergency Management Agency shall be established around existing county departments and the emergency functions listed in Section I above are assigned as follows:

DEPARTMENT/AGENCY	FUNCTIONS*
1. CEO, Dekalb County Government	Direction and Control
2. Public Safety Department	Communications and Warning Law Enforcement Services Evacuation Services
3. Emergency Management Agency	Emergency Public Information Damage Assessment Services Specific Impact Hazards
4. Fire Department	Search Rescue Services Fire Services Radiological Protection Hazardous Materials (Specific Impact Hazard)
5. Public Works	Public Works Services
6. School Superintendent	Transportation Services Food Services
7. Health Department Medical Examiner	Medical and Deceased Identification Services
8. Emergency Management Agency	Resources Management
9. Department of Family & Children Services	Human Services Emergency Shelter Services

(*As appropriate to the local organization, these functions can be assigned to existing departments or may be separate. Functions should be assigned consistent with the local Emergency Operations Plan.)

Heads of departments listed above are responsible for developing appropriate annexes to the local Emergency Operations Plan (EOP) for their assigned emergency functions. Such annexes will be submitted to the Emergency Management Director for inclusion in the local EOP for submission to appropriate local officials for approval.

Section IV - POWERS DURING AN EMERGENCY OR DISASTER

In the event of a technological disaster, a natural disaster, an actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Dekalb County, the CEO, Dekalb County, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give, or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V - VOLUNTEERS

All persons, other than officers and employees of the county performing emergency functions pursuant to this resolution, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as county officers and employees.

Section VI - PENALTIES

Any person violating any provision of this resolution, or any rule, order, or regulation made pursuant to this resolution, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section VII - LIBERALITY OF CONSTRUCTION

This resolution shall be construed liberally in order to effectuate its purpose.

SECTION VIII - EFFECTIVE DATE

This resolution is effective immediately and where the provisions of this resolution are in conflict with existing local laws, the provisions of this resolution will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This 28 day of February, 19 97.

Chief Executive Officer, Dekalb County, Georgia

The City of Lithonia participates in the DeKalb County Emergency Management Plan.

ORDINANCE NO. 168

COPY

AN ORDINANCE

An Ordinance to amend the Code of the City of Clarkston pertaining to health and sanitation by adding a section concerning Emergency Management.

BE IT ORDAINED BY THE CITY COUNCIL OF CLARKSTON, GEORGIA, and it is hereby ordained by the authority of the same, that the Code of the City of Clarkston be amended in the following respect:

By adding to the Code, the following new chapter:

"Chapter 10.5 EMERGENCY MANAGEMENT

Section 10.5-1. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 10.5-2 Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Clarkston, Georgia, that the City of Clarkston, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a

Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.

2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 10.5-1 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

Section 10.5-3. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 10.5-1 above are assigned as follows:

Department/Agency	Functions
Mayor	Direction and Control

CEO, County Commissioners	.Direction and Control
Police Department	Communications & Warning
Sheriff Department	Police Services
	Evacuation
Emergency Management Office	Public Information
	State Military Support
	Training
	Preliminary Damage Assessment & Reporting
	Public Property Assistance
	Attack Preparedness
	Specific Hazards
Fire Department	Search, Rescue & Recovery
	Fire Services
	Hazardous Materials
	Radiological Protection
Public Works	Engineering
	Petroleum and Solid Fuel Services
	Utilities
DeKalb School System	Transportation Services
	Food Services
Board of Health	Health & Medical Services
Department of Family & Children Services	Social Services
	Shelter & Temporary Housing

Section 10.5-4 Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Clarkston, the Mayor of Clarkston separately, or jointly with the CEO, County Commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 10.5-5. Volunteers.

All persons, other than officers and employees of the city, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

Section 10.5-6. Penalties.

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section 10.5-7. Liberality of Construction.

This ordinance shall be construed liberally in order to effectuate its purpose.

Section 10.5-8. Effective Date.

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the DeKalb County Emergency Management Resolution.

Should any portion of this Ordinance be found in conflict with any other law, or shall be found by any court interpreting its provisions or the application thereof to be unenforceable or unconstitutional for any reason, then the parts not so found shall be and remain in full force and effect.

Adopted by the City Council of the City of Clarkston, this 1st day of October, 1991.

Ernest A. Carroll
ERNEST A. CARROLL, MAYOR

Attest:

Carol Keys
CAROL KEYS, CITY CLERK

APPROVED AS TO FORM:

F. JACKSON RHODES, CITY ATTORNEY

I:\D\2624\EMERGENC.ORD

RESOLUTION

WHEREAS, the City of Doraville and DeKalb County have worked together for many years for the mutual benefit of the citizens of DeKalb County and the City of Doraville; and

WHEREAS, DeKalb County furnishes assistance to Doraville on numerous matters which are performed within the City of Doraville; and

WHEREAS, the City of Doraville is desirous of reaffirming such association and readopting applicable DeKalb County Codes designating authorized DeKalb County personnel to perform duties within the City of Doraville and providing for enforcement of same;

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the City of Doraville adopts all applicable Codes and Ordinances of DeKalb County, Georgia which covers matters which have been or may be handled by DeKalb County personnel including, but not limited to Building Permits, Construction Permits, Property Maintenance, Health Regulations, Roads and Drainage, Fire, and Family and Human Services, as they presently exist or may be amended in the future from time to time.

The City of Doraville designates authorized personnel of DeKalb County to enforce such Codes and Ordinances within the City. Violations of such Codes shall be subject to citation and trial in the City of Doraville in its Municipal Court and punishment as provided for in its Charter, or may be tried through the DeKalb Recorder's Court.

This the 3rd day of September, 1991.

Gene Lively, Mayor

ATTEST:

Mary Grant, Clerk

#348

AN ORDINANCE TO AMEND THE CODE OF GENERAL ORDINANCES OF THE CITY OF CHAMBLEE, GEORGIA, TITLE IV, CHAPTER III, EMERGENCY MANAGEMENT, TO PROVIDE THAT THE CITY BE A PART OF THE DEKALB COUNTY EMERGENCY MANAGEMENT UNIT, REPEALING CONFLICTING ORDINANCES AND FOR OTHER LAWFUL PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHAMBLEE, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAME, THAT THE PROVISIONS OF TITLE IV, CHAPTER III OF THE CODE OF GENERAL ORDINANCES OF THE CITY CHAMBLEE, GEORGIA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SECTION 4-3-2 WHICH SAID SECTION SHALL READ AS FOLLOWS:

Section 4-3-2 City to be a part of the DeKalb County Emergency Management Unit

(a) DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation

of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

(b) OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Chamblee, Georgia, tat the City of Chamblee, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.

2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the

Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

(c) DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

	DEPARTMENT/AGENCY	FUNCTIONS
1.	Mayor CEO, County Commissioners	Direction and Control
2.	Police Department Sheriff Department	Communications & Warning Police Services Evacuation
3.	Emergency Management Office	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards
4.	Fire Department	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
5.	Public Works	Engineering Petroleum and Solid Fuel Services Utilities
6.	DeKalb School System	Transportation Services Food Services
7.	Board of Health	Health & Medical Services
8.	Department of Family & Children Services	Social Services Shelter & Temporary Housing

(d) POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency

which may affect the lives and property of the citizens of - Chamblee, the Mayor of Chamblee separately, or jointly with the CEO, County commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

(e) VOLUNTEERS

All persons, other than officers and employees of the city, performing emergency functions pursuant to this

ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

(f) PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

(g) LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

(h) EFFECTIVE DATE

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This ordinance shall be in full force and effect from and after the date of its passage by the City Council of the City Chamblee, Georgia.

The foregoing was proposed by Councilmember Fitzpatrick with a Motion that the same be adopted. Said Motion was seconded by Councilmember Biles

_____. Same was then put to a vote and all councilmembers voted in favor of the ordinance and no councilmembers voted against it. Said Motion was thereupon declared passed and duly adopted this 18th day of October, 1991.

Kathy Brannon, CMC, City Clerk
City of Chamblee, Georgia

Approved this the 21st day of October, 1991.

Mayor Johnson W.(Dub) Brown
City of Chamblee, Georgia

First reading: 9/13/91

Second reading: 10/18/91

O-94-10
AN ORDINANCE
AMENDING CHAPTER 17 1/2
POLICE
OF THE DECATUR CITY CODE

BE IT ORDAINED by the City Commission of the City of Decatur, Georgia, and it is hereby ordained by the authority of the same, that Chapter 17 1/2, Police, of the Code of the City of Decatur, Georgia, be and is hereby amended by adding the following in its entirety:

ARTICLE III. EMERGENCY MANAGEMENT OPERATIONS

Section 17 1/2 - 40. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 17 1/2 - 41. Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Decatur, Georgia, that the City of Decatur, Georgia, be a part of the DeKalb County Emergency Management Unit. the Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management;
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 17 1/2 - 40 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted tot he governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as necessary as required by governing officials in keeping with good management practices.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under supervision of DeKalb County governing officials.

Section 17 1/2 - 42. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 17 1/2 - 40 above are assigned as follows:

Mayor CEO, County Commissioners	Direction and Control
Police Department & Sheriff Department	Communications & Warning Police Services Evacuation
Emergency Management Office	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards

Fire Department	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
Public Works	Engineering Petroleum and Solid Fuel Services Utilities
DeKalb School System Decatur School System	Transportation Services Food Services
Board of Health	Health & Medical Services
Department of Family & Children Services	Social Services Shelter & Temporary Housing

Section 17 1/2 - 43. Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of citizens of the City of Decatur, Georgia, the Mayor of the City of Decatur, Georgia separately, or jointly with the CEO, County Commission or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws, and regulations relating to emergency management and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies; and,

4. To perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 17 1/2 - 44. Volunteers.

All persons, other than officers and employees of the City, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as City officers and employees.

Section 17 1/2 - 45. Penalties.

Any person violating any provision of this ordinance, or any rule order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Effective July 6, 1994.

Adopted July 5, 1994.

Elizabeth Wilson, Mayor

Attest:

Peggy Merriss

Peggy Merriss
Acting City Clerk

CITY OF PINE LAKE, GEORGIA

ORDINANCE NUMBER 3-1-5

An ordinance adopting provisions for "EMERGENCY MANAGEMENT"

Be it enacted by the City Council of Pine Lake, Georgia the following Ordinance relating to "EMERGENCY MANAGEMENT"

Section I- DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II- OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Pine lake, Georgia, that the City of Pine Lake, Georgia, be a part of the Dekalb County Emergency Management Unit. The Chief Executive Officer of Dekalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.

2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the Dekalb County Emergency and Disaster Operations Plan for the carrying out of the emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of Dekalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the Dekalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, to include but is not limited to, financial, daily activity, and similar reports.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.

7. To coordinate the activities of the Dekalb County Emergency operating Center staff during periods of an emergency, and under the supervision of Dekalb County governing Officials.

Section-III- DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The Dekalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

	DEPARTMENT/AGENCY	FUNCTIONS
1.	Mayor CEO, County Commissioners	Direction and control.
2.	Police Department Sheriff Department	Communications & Warning Police Services Evacuation
3.	Emergency Management Office	Public Information State Military Support Training Preliminary damage assessment and reporting Public Property Assistance Attack preparedness Specific Hazards

4.	Fire Department	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
5.	Public Works	Engineering Petroleum & Solid Fuel Services. Utilities
6.	Dekalb School System	Transportation Services Food Services
7.	Board of Health	Health & Medical Services
8.	Department of Family & Children Services	Social Services Shelter & Temporary Housing.

Section IV-POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Pine Lake, Georgia, the Mayor of the City of Pine Lake, Georgia, separately, or jointly with the CEO, County Commissioners, Dekalb County, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V- VOLUNTEERS

All persons, other than officers and employees of the City of Pine Lake, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities from liability as City officers and employees.

Section VI- PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable as for committing a misdemeanor.

Section-VII-LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

Section VIII-REPEAL OF CONFLICTING ORDINANCES

Where the provisions of this ordinance are in conflict with existing local ordinances, the provisions of this ordinance will govern, and such provisions of existing ordinances which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the Dekalb County Emergency Management Resolution.

Neil Copeland, Mayor, City of Pine Lake, Georgia

Attest:

City Clerk, City of Pine Lake, Georgia

first reading 11-12-91

Second reading 12-9-91

Third reading 12-30-91

Water Treatment/ Water Distribution

Intergovernmental Agreement

Participating:

- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta

Wastewater Collection/ Treatment

Intergovernmental Agreement

Participating:

- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta

February 25, 2013

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF WATER AND WASTEWATER SERVICES between DEKALB COUNTY, GEORGIA AND THE CITY OF BROOKHAVEN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia and the City of Brookhaven, Georgia.

WHEREAS, the City of Brookhaven was created by act of the State of Georgia General Assembly in 2012, which was ratified by its citizens by referendum to create an effective date for the new city of December 17, 2012; and

WHEREAS, as authorized by O.C.G.A. § 36-70-20 *et seq.*, DeKalb County provides water treatment and distribution and wastewater collection and treatment services for various municipalities in DeKalb County pursuant to a Service Delivery Strategy Agreement among and between the County and the various municipalities located therein dated August 24, 1999, as amended; and

WHEREAS, DeKalb County (the "County") has provided water treatment and distribution and wastewater collection and treatment services to residents of the City of Brookhaven (the "City"), through its facilities as maintained and improved over time, for many decades pursuant to various agreements, including the Service Delivery Strategy Agreement; and

WHEREAS, the creation of the City, as a new municipality within the County, requires the County and the City to enter into an agreement as to the provision of water and wastewater services within the municipal boundaries of the City pursuant to the processes and procedures of the Service Delivery Strategy Act ("Act"), O. C. G. A. § 36-70-20 *et seq.*; and

WHEREAS, pursuant to the Act, the Service Delivery Strategy Agreement between the County and the municipalities within its jurisdiction must be amended to provide for the addition of the City, and, specifically, the provision of water and wastewater services by the County to residents of the City; and

WHEREAS, because an amendment to the current Service Delivery Strategy Agreement cannot be completed by December 17, 2012, the parties desire to enter into an intergovernmental agreement governing the continuation of the provision of water and wastewater services by the County to residents of the City until such time that the Service Delivery Strategy Agreement is duly amended to account for such services; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to provide water treatment, distribution and wastewater collection and treatment services within the boundaries of the City for a period of one year beginning December 17, 2012 and ending on the date the Service Delivery Strategy Agreement is amended; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to allow the City to resurface roads and rights-of way in the City after the County has repaired or upgraded a water or sewer line laying beneath such roads of rights of way; and

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

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

Section 1. The County will provide water treatment and distribution and wastewater collection and treatment services to the residents of the City as are currently recorded as customers of the County or as may become customers of the County, pursuant to the terms of the Service Delivery Strategy Agreement approved by the County on August 24, 1999, as subsequently amended, until such time as the terms of the provision of water and wastewater services is formally agreed upon by the parties and incorporated into a duly adopted amendment to the current Service Delivery Strategy Agreement or other agreement, if such other agreement is deemed appropriate and necessary. Until the time as such an agreement is effective, the following shall apply to the provision of water and wastewater services to residents of the City:

1.1 The level of service to the residents of the City will be provided as is set forth in the current Service Delivery Strategy Agreement and shall be equal to or exceed the level of service provided by the County in 2012 within the area that comprises the territorial limits of the City.

1.2. The rate structure for the residents of the City will be at the same level as of the effective date of this Agreement or as amended by DeKalb County Governing Authority at the same rate and manner that such rate is imposed and collected within the unincorporated portion of the County.

Section 2. On or before January 18, 2013, the City adopted a water and sewage disposal ordinance that is no less stringent and is as broad in scope as codified in chapter 25, sections 25-1 through 25-307 of the Code of DeKalb County, as Revised 1988, except the City did not and is not required to enact Sections 25-45 through 25-49 of the Code of DeKalb County, as Revised 1988. Whenever the County intends to amend its water and sewage disposal ordinance, it will forward a copy of such proposed amendment(s) 30 days prior to the date of enactment to the City Manager. If the proposed amendment is to the County's fats, oils and grease regulations as set forth in sections 25-251 through 25-265.21 of the Code of DeKalb County, as Revised 1988, or if it consists of changes mandated in order to comply with any order or directive of the state EPD, and/or the federal EPA and if the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County.

Section 3. The parties agree to cooperate fully to reach an agreement for the provision of water and wastewater services by the County to the residents of the City within the municipal boundaries of the City, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20 *et seq.* for the purpose of amending the current Service Delivery Strategy Agreement between DeKalb County

and all municipalities within its jurisdiction to include the City and the water and wastewater services agreement or such other agreement as may be deemed appropriate and necessary. All efforts will be made to reach an agreement as soon as practical and without undue delay, understanding that the need for such an agreement is critical to both parties and for the proper function of intergovernmental relations between the County and the City.

Section 4. The term of this Agreement is for one year, commencing December 17, 2012 at 0000 hours and concluding at 2400 hours on December 17, 2013. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding calendar year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. The City and the County may not terminate this Agreement prior to December 17, 2014, unless the parties reach an agreement for the provision of water and wastewater services by the County to the residents of the City pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20 *et seq.* If such an agreement is reached, then this Agreement automatically terminates. The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

Section 4a. On December 17, 2014 at 2400 hours, the parties agree that the County's obligation pursuant to O.C.G.A. § 36-31-8 and Section 6.03 of H.B. 636 to provide the government functions and services described in this Agreement shall terminate as contemplated by O.C.G.A. § 36-31-8 and Section 6.03 of H.B. 636. Beginning December 18, 2014 at 0000 hours, the County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty-three (33) days after the date of the written notice from the County to cure any cause for termination. Beginning December 18, 2014 at 0000 hours, the City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of termination. The County shall have thirty-three (33) days after the date of the written notice from the City to cure the stated cause for termination.

Section 5. Certain County watershed management personnel assigned to enforce county ordinances and issue citations shall take an oath administered by an official authorized by the City to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1, prior to undertaking services pursuant to this Agreement to enforce the ordinances referenced in section 2 of this Agreement within the City. Watershed Management employees shall be and hereby are vested with the additional power to enforce the ordinances referenced in section 2 of this Agreement, to make arrests or issue citations incident to the enforcement of such ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce such ordinances in the City is made for the sole and limited purpose of giving official and lawful status to the performance of services provided by Watershed Management personnel within the City. Watershed Management employees shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate officers for their appearance in the Municipal Court pursuant to state law. The City further agrees to

provide, at its own expense, citation books containing the printed Municipal Court information to the county employees working within the City.

Section 6. The County routinely performs unplanned, emergency repairs to the water and sewer system. Upon completion of such repairs located beneath a paved road or right-of-way within the City's boundaries, the County shall backfill the excavation to subgrade per County standards, shall place and secure a steel plate over the backfilled excavation, and the Director of the Department of Watershed Management or his/her designee shall notify the City Manager or his/her designee of the location of the emergency repair.

Section 7. The City shall restore the road or right-of-way to City standards, using the same competitive, publicly bid, and unit price contract that it utilizes for other City roadway repairs. Upon completion of the pavement restoration, the City shall transport the County's steel plate to a designated City location and notify the County. The County will periodically retrieve the steel plates from the designated City location.

Section 8. The City shall bill the County for the cost of pavement restoration on a monthly basis, and the County shall pay the City within 30 days of approval of each request for payment, which shall not be unreasonably or unnecessarily delayed. The City agrees that its request for payment for any road repair work pursuant to this Agreement will never exceed the amount paid by the City for its other similar road repair work not subject to reimbursement by the County. This cost of payment for restoration shall also include the City's expense in correcting any improper backfill performed by the County after any particular excavation.

Section 9. All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:
Executive Assistant
Manual Maloof Building
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
404-371-4751 (facsimile)

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City:
City Manager
City of Brookhaven
200 Ashford Center North

Suite 150
Atlanta, GA 30338

With a copy to: City Attorney
City of Brookhaven
200 Ashford Center North
Suite 150
Atlanta, GA 30338

Section 10. This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and official action of the County governing authority.

Section 11. Neither party shall assign any of the obligations or benefits of this Agreement.

Section 12. The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or County. All parties must sign any amendments to the Agreement.

Section 13. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 14. This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

Section 15. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability,

losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

Section 16. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

Section 17. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

Section 18. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This _____ day of _____, 2013.

DEKALB COUNTY, GEORGIA

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

Douglas T. Edwards
Interim Director, Public Works

APPROVED AS TO FORM:

VIVIANE H. ERNSTES
Chief Asst. County Attorney

CITY OF BROOKHAVEN, GEORGIA

_____(SEAL)
J. MAX DAVIS
Mayor

SUSAN D. HIOTT, MMC
Municipal Clerk

APPROVED AS TO SUBSTANCE:

MARIE L. GARRETT
Interim City Manager

APPROVED AS TO FORM:

WILLIAM F. RILEY, JR.
City Attorney

Refuse Collection

Intergovernmental Agreement

Participating:

- Brookhaven
- Dunwoody
- Lithonia

Not Participating:

- Atlanta
- Avondale Estates
- Chamblee
- Clarkston
- Decatur
- Doraville
- Pine Lake
- Stone Mountain

Landfill

Intergovernmental Agreement

Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur
- Dunwoody
- Lithonia
- Pine Lake

Not Participating:

- Doraville
- Stone Mountain

Recycling Programs

Intergovernmental Agreement

Participating:

- Brookhaven
- Dunwoody
- Lithonia (Overlap)

Not Participating:

- Atlanta
- Avondale Estates
- Chamblee
- Clarkston
- Decatur
- Doraville
- Pine Lake
- Stone Mountain

STATE OF GEORGIA
CITY OF DUNWOODY

RESOLUTION 2016-10-29

A RESOLUTION TO APPROVE AND AUTHORIZE AN AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DUNWOODY AND DEKALB COUNTY FOR SOLID WASTE MANAGEMENT SERVICES

WHEREAS, the City of Dunwoody shall provide for the general health, sanitation and welfare for the inhabitants of the City; and

WHEREAS, the Mayor and Council adopted an Intergovernmental Agreement with DeKalb County for provision of Solid Waste Services to the City in 2008; and

WHEREAS, in conjunction with this year's re-adoption of the Service Delivery Strategy for DeKalb County, the City of Dunwoody and the County have agreed to a revised IGA that delineates the Solid Waste Servicers as they are conducted today;

WHEREAS, the revised IGA is attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody and it is resolved by the authority of said City Council, that the revised Intergovernmental Agreement (IGA) for the provision of Solid Waste Management Services, as attached hereto and incorporated herein, is hereby approved. The Mayor and Council direct the City Manager to send a certified copy of this Resolution to the Chairman of the DeKalb County Board of Commissioners and the DeKalb County Chief Executive Officer.

SO RESOLVED AND EFFECTIVE, this 10th day of October, 2016.

Approved:

Denis L. Shortal, Mayor

Attest:

Sharon Lowery, City Clerk

Seal

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia ("County") and the City of Dunwoody, Georgia ("City").

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as "SB 82"); and

WHEREAS, the Georgia Solid Waste Management Act ("SWMA") at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan ("SWMP") that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens continue to receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County, including the City of Dunwoody; and

WHEREAS, the geographic area that now comprises the City has been and continues to be a part of the County's SWMP; and WHEREAS, the City desires to continue to be a part of the County's SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid Waste Management Services to be provided pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions and therefore desire to adopt this amended Intergovernmental Agreement for provision of Solid Waste services.

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

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

ARTICLE 2
DEFINITIONS

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Commercial Establishment** means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 **Commercial Refuse** means waste material from industrial processes, manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.5 **Rubbish** means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 **Solid Waste** means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. Residences shall be provided once weekly curbside garbage collection, including backdoor service for medically eligible residents. Residences shall be allowed unlimited volume of garbage collection. Commercial Establishments shall be provided collection services one to five times weekly, to be determined by the Commercial Establishments. As a service to the public, the County shall collect mixed paper recycling from drop of sites at various County libraries and fire stations. Special Services the County shall provide include: once a week yard waste pick-up and appliance pick-up; once a week residential subscription recycling service; mixed paper and co-mingled (plastics, glass, aluminum and metal containers) recycling in County office buildings and facilities; fee based special and bulky material collection and dead animal collection; scheduled mowing and maintenance of County owned properties, major roads and right of way (ROW) maintenance; and road litter and illegal dumping abatement programs.

ARTICLE 3
TERM OF AGREEMENT

The term of the Agreement is for a minimum of one year, commencing January 1, 2017 at 0000 hours through 2400 hours on December 31, 2017. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residents and Commercial Establishments in the unincorporated area of the County. Currently, residential property owners shall be billed annually as a separate line item on their County tax bill. Commercial Establishments shall be billed monthly. The County agrees that residential property owners and Commercial Establishments shall be charged fees at the same rate and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

ARTICLE 5
PUBLIC WORKS DIRECTOR

The County Public Works Director will direct and manage the Solid Waste Management Services the County provides under this Agreement.

ARTICLE 6
SERVICES

The Solid Waste Management Services the County will provide City during the term of this Agreement shall be identical to the services provided in unincorporated areas of County. The County will also provide weekly collection services for street trash and recycling receptacles along public right of way in commercial areas. The City has identified the addresses of the locations of the receptacles. These locations are identified on the map attached hereto and incorporated herein ("Attachment A"). The City will update the map periodically when new facilities are added.

ARTICLE 7
EQUIPMENT

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

ARTICLE 8
AUTHORITY TO ENFORCE THE COUNTY'S APPLICABLE COLLECTION AND DISPOSAL CODE

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County's Public Works Director shall be responsible for enforcing the County's collection and disposal code and related provisions. The County Public Works personnel assigned to the City, shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.

8.2 Every County Public Works personnel assigned to the City shall still be deemed a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 County Public Works personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County Public Works Department personnel shall enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County Public Works Department personnel for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager. If the City does not enact amendments to its Solid Waste Management ordinance at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County.

ARTICLE 9
EMPLOYMENT STATUS

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

ARTICLE 10
RECORDKEEPING AND REPORTING

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 11
CITY-COUNTY RELATIONS

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

ARTICLE 12
TRANSITION

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

ARTICLE 13
TERMINATION AND REMEDIES

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14
NOTICES

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

If to the County: Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-3691, Office number
404-371-2116, Facsimile number

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3011, Office number
404-371-3024, Facsimile number

If to the City: City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

With a copy to: City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

ARTICLE 15
EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16
NON-ASSIGNABILITY

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

ARTICLE 17
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No

representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 19
BINDING EFFECT

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

ARTICLE 20
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara Sanders, CCC
Clerk of the Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney

APPROVED AS TO SUBSTANCE:

_____
William R. Rhinehart
Public Works Director

CITY OF DUNWOODY

_____
Denis L. Shortal
Mayor

_____
Sharon Lowery
Municipal Clerk

_____
Cecil McClendon
City Attorney

March 13, 2013

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES BETWEEN DEKALB COUNTY, GEORGIA and THE CITY OF BROOKHAVEN, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia and the City of Brookhaven, Georgia.

WHEREAS, DeKalb County, Georgia ("County") is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Brookhaven ("City") is a municipality created by the 2012 Georgia General Assembly pursuant to House Bill 636 (hereinafter referred to as "HB 636") ; and

WHEREAS, the Georgia Solid Waste Management Act ("SWMA") at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan ("SWMP") that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place that is effective through 2014; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the geographic area that now comprises the City has been and continues to be a part of the County's SWMP; and

WHEREAS, the City desires to continue to be a part of the County's SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid Waste Management Services to be provided by the County to the City pursuant to this Agreement; and

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

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

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

ARTICLE 2
DEFINITIONS

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Commercial Establishment** means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 **Commercial Refuse** means waste material from industrial processes manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.5 **Rubbish** means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 **Solid Waste** means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. Residences shall be provided twice weekly curbside garbage collection, including backdoor service for medically eligible residents. Residences shall be allowed unlimited volume of garbage collection. Commercial Establishments shall be provided collection services one to six times per week, to be determined by the Commercial Establishments. Commercial Establishments shall also be provided mixed paper commercial recycling services one to five times weekly, to be determined by the Commercial Establishments. As a service to the public, the County shall collect mixed paper recycling from drop off sites at various County libraries and fire stations. Special Services the County shall provide include: once a week yard waste pick-up and appliance pick up; once a week residential subscription recycling service (over 22,000 subscribers since county-wide program started in August 2005); mixed paper and co-mingled (plastics, glass, aluminum and metal containers) recycling in County office buildings and facilities; fee based special and bulky material collection and dead animal collection; scheduled mowing and maintenance of County owned properties, major roads and right of way (ROW) maintenance; and road litter and illegal dumping abatement programs.

ARTICLE 3
TERM OF AGREEMENT

The term of the Agreement is for a minimum of one year, commencing January 1, 2013 at 0000 hours through 2400 hours on December 31, 2013. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residents and Commercial Establishments in the unincorporated area of the County. Currently, residential property owners shall be billed annually as a separate line item on their County tax bill. Commercial Establishments shall be billed monthly. The County agrees that residential property owners and Commercial Establishments shall be charged fees at the same rate for similar services, and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

ARTICLE 5
PUBLIC WORKS DIRECTOR

The County Public Works Director will direct and manage the Solid Waste Management Services the County provides under this Agreement.

ARTICLE 6
SERVICES

The Solid Waste Management Services the County will provide City during the term of this Agreement shall be identical to the services provided in unincorporated areas of County, unless changed pursuant to the provisions of Article 4 of this Agreement. The City is interested in pursuing additional recycling options for its residents and businesses and the County is willing to discuss and evaluate such options with the City during 2013. The City Manager and the County Public Works Director agree to confer in person to mutually evaluate the cost and benefit of additional recycling options.

ARTICLE 7
EQUIPMENT

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

ARTICLE 8
AUTHORITY TO ENFORCE THE COUNTY'S APPLICABLE COLLECTION AND DISPOSAL CODE

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County's Public Works Director shall be responsible for enforcing the County's collection and disposal code and related provisions. The County Public Works personnel assigned to the City, shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.

8.2 Every County Public Works personnel assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 County Public Works personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City

ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County Public Works Department personnel shall enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County Public Works Department personnel for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 On or before January 1, 2013, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment "A", the Code of DeKalb County, Georgia, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69, attached hereto and incorporated by reference, (hereinafter referred to as the County's solid waste management ordinances). If the City does not enact solid waste management ordinances at least as stringent as the County's solid waste management ordinances prior to March 1, 2013, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager. If the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County;

ARTICLE 9
EMPLOYMENT STATUS

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

ARTICLE 10
RECORDKEEPING AND REPORTING

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq*. During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 11
CITY – COUNTY RELATIONS

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

ARTICLE 12
TRANSITION

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

ARTICLE 13
TERMINATION AND REMEDIES

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

ARTICLE 14
NOTICES

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

If to the County:

Executive Assistant
Clark Harrison Center
330 West Ponce de Leon Avenue, 6th Floor
Decatur, Georgia 30030
404-371-4751 (facsimile)

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3024 (facsimile)

If to the City:
City Manager
City of Brookhaven
200 Ashford Center North
Suite 150
Atlanta, GA 30338
_____ (facsimile)

With a copy to:
City Attorney
City of Brookhaven
200 Ashford Center North
Suite 150
Atlanta, GA 30338
_____ (facsimile)

ARTICLE 15
EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16
NON-ASSIGNABILITY

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

ARTICLE 17
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 19
BINDING EFFECT

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

ARTICLE 20
COUNTERPARTS

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This _____ day of _____, 2013.

DEKALB COUNTY, GEORGIA

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

ZACHARY WILLIAMS
Chief Operating Officer

APPROVED AS TO FORM:

VIVIANE H. ERNSTES
Chief Asst. County Attorney

CITY OF BROOKHAVEN, GEORGIA

_____(SEAL)
J. MAX DAVIS
Mayor

_____
SUSAN D. HIOTT, MMC
Municipal Clerk

APPROVED AS TO SUBSTANCE:

_____
MARIE L. GARRETT
City Manager

APPROVED AS TO FORM:

_____
WILLIAM F. RILEY, JR.
City Attorney

John Heath

DEKALB COUNTY

Sewer Service Agreement

THIS AGREEMENT, entered into between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as the "City" and DeKalb County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

W I T N E S S E T H

WHEREAS, the City owns, operates, supervises and manages a system of sewerage lines and water pollution control plants commonly designated as the "Metropolitan Sewer System": and

WHEREAS, it is the intent and purpose of the City and the County, and of this agreement that the City and County shall contribute financially to the operation, supervision, management, maintenance, repair, replacement and expansion of said Metropolitan Sewer System; and

WHEREAS, the City will construct improvements to the R.M.Clayton Plant (a part of the Metropolitan Sewer System) hereinafter referred to as the Clayton Plant for the joint use of several entities of which the County is one and in accordance with plans and specifications to be prepared by Wiedeman and Singleton,Engineers as approved by the City, copy of which shall be filed with the County for review; and

WHEREAS, the City will finance the said construction and the County will reimburse the City for the benefit to be conferred on the County; and

WHEREAS, said benefit to be conferred on the County will be determined by the amount of the capacity of the Clayton Plant expressed in millions of gallons of sewage flow per day (M.G.D.) reserved herein for the use of the County; and

WHEREAS, due to the extended period of construction and the impossibility of accurately establishing final costs at the time of the execution of this contract, it is necessary for the parties to make payments based on financing needs until final construction costs can be established; and

WHEREAS, the capital improvements to the Metropolitan Sewer System will be for the mutual benefit of those whom it serves and it is equitable that each pay its fair share of the costs of the further development and operation of said system, based upon its use of the same, and to that end the County has agreed to make the payments hereinafter provided for; and

WHEREAS, the County may in the future require capacity in the Clayton Plant in excess of that reserved herein; and

NOW, THEREFORE, in consideration of the mutual agreements set forth hereinafter and for other good and valuable consideration, the parties do agree as follows:

1. Definitions

The following terms as used herein shall have the following meanings:

Metropolitan Sewer System:

The Metropolitan Sewer System, as the term is used in this agreement, is the system of sewers and associated treatment facilities described in Annex (E) attached hereto and made a part hereof by reference. Said Annex (E) may be amended from time to time by the parties hereto as additions or modifications to the said system are constructed under the provisions of Paragraph 12 of this agreement or as deletions are made by agreement of the parties.

City:

All land enclosed within the boundaries of the City of Atlanta as now or hereafter established by law, or any other political subdivision to which the properties and powers of the City of Atlanta may be transferred in the future.

County:

All land enclosed within the boundaries of DeKalb County as now or hereafter established by law or any other political subdivision to which

the properties and powers of DeKalb County may be transferred in the future except that part of DeKalb County which also may at that time be within the boundaries of the City.'

Securities:

Those evidences of debt issued by the City in order to finance in whole or in part the construction of facilities contemplated by this agreement.

Director of Public Works:

The Director of the Public Works of the City or whoever shall in the future perform those functions relative to this agreement which are now performed by said Director of Public Works.

Capital Improvements:

Those additions, replacements or improvements to the Metropolitan Sewer System which under generally accepted accounting principles or practices are considered capital in nature.

Atlanta Region Metropolitan Planning Commission:

That organization authorized by the General Assembly of Georgia (1960 Georgia Laws page 3102) and established for the purpose of providing comprehensive planning and planning assistance to the several governments designated as members of which the parties hereto are included.

2. City's Responsibility to Finance and Construct: The City agrees to assume the responsibility for the financi 3 and construction of capital improvements to the Clayton Plant as provided for in Annex (A), attached hereto and made a part hereof, by reference, and other capital improvements to the Metropolitan Sewer System (except sewers used solely by the County) contemplated by this agreement.

3. County's Responsibility to make Capital Payments: The County agrees to pay to the City in equal monthly p . -ents over a period of 30 years an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreemen . r presently planned capital improvements to the Clayton Plant, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). The County agrees to pay to the City in equal monthly payments over a period of 20 years or over the then remaining term of this agreement, whichever is shorter, for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payment by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid.

4. Responsibility of Parties for Maintenance, Repair and Replacement:

The City agrees to assume the responsibility for the operation, supervision, management, maintenance, repair, replacement and expansion of all portions of the Metropolitan Sewer System except those portions which serve only the County, and those portions which serve only the County and others which the County allows to connect to said system under the provisions of Paragraph 6 hereof. The County shall have the responsibility for the maintenance, repair and replacement of such lines.

The net operating costs as defined in Annex (B) related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the City, shall be allocated between the parties served thereby on the basis of beneficial use as determined by the sewage flow carried by any particular line or facility.

The costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the County shall be borne by the County. Similarly, the costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which carry no sewage generated by the County shall be borne by the City.

5. Other Rights and Responsibilities of the County:

A. The County agrees as follows:

1. To assume responsibility, at its expense, for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of all sewers used solely by the County.

2. To provide, at its expense, only those metering facilities required by Annex (B), attached hereto and made a part hereof by reference.

3. To assume the responsibility for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of sewers serving Gwinnett County which the County permits to be connected to sewers using the facilities of the Metropolitan Sewer System under this agreement.

B. The County shall have the right to make or to permit connections to said Metropolitan Sewer System, subject to the provisions of this agreement. However, in no event shall the aggregate maximum flow contribution from all such connections exceed two and six tenths (2.6) million gallons per day of sewage discharging into the Intrenchment Creek Water Pollution Control Plant and twenty thousand (20,000) gallons per day of sewage discharging into the South River Water Pollution Control Plant. The aggregate maximum flow contribution from all such connections to the Clayton Plant shall be established as provided in this agreement.

6. County's Right to Make Charges for Sewer Connections:

The County shall have the right to make such charges for connections it makes or permits to be made to the Metropolitan Sewer System under the provisions in Paragraph 5 above and shall retain for its own use all sums so derived. This right shall include the right to deal with municipalities of the County and Gwinnett County under such terms as may be agreed upon between the County and such municipalities for participation in the use of the Metropolitan Sewer System.

7. Standards of Acceptability:

The County's right to make or permit sewer connections to the Metropolitan Sewer System within the limits set forth herein shall be conditioned upon compliance with the Standards of Acceptability as set forth in Annex (C) attached hereto and made a part hereof by reference, and the amendments thereto made by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

8. Regulations for Sewer Construction:

All sewers which may be laid in the future and which will connect to the Metropolitan Sewer System will be laid in accordance with the design criteria set forth in ARTICLE IV - A through E-of Rules and Regulations of the Department of Public Works, Water Pollution Control Division of the City as set forth

in Annex (D) attached hereto and made a par hereof by reference, as amended by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

9. City to Furnish Assistance:

The City agrees to furnish the County the use of its maps, general plans and specifications and such engineering assistance as may be mutually agreed upon by the City and County.

10. County Prohibited from Taxing City Residents:

The County agrees that all funds used by the County for the payment of participating costs of capital improvements, operation, supervision, management, maintenance, repair, replacement and expansion of the Metropolitan Sewer System incurred pursuant to this agreement shall be derived from sources other than taxes levied on objects of taxation located within the City.

11. County's Rights Conditioned on their Performance:

The right of the County to the continued use of the Metropolitan Sewer System facilities is conditioned upon the performance by the County of all its obligations under this agreement.

12. Future Capital Improvements:

The parties agree that additional capital improvements to the Metropolitan Sewer System (other than the capital improvements to the Clayton Plant presently contemplated to be made under this agreement) shall be made from time to time upon a

determination by the Director of Public Works of the City that excessive flows or loads are impairing the efficient operation of the Metropolitan Sewer System or that improved processes are available and that the addition of said processes available are necessary or desirable to the efficient operation of the system, or such improvements become necessary to comply with increased requirements imposed by agencies of the State of Georgia or by agencies of the Federal Government. In any such event, the parties herein agree to share the cost of such capital improvements as follows:

1. In the case of modifications or additions to Water Pollution Control Plants, the average projected daily sewage flow to the individual facility, for a period of the next 20 years, shall be the basis for cost distribution.
2. In the case of modifications or additions of pumping stations, chlorine stations and other similar appurtenances, the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 10 years, shall be the basis for cost distribution.
3. In the case of modifications or additions to sewers or elements of the sewer system not previously specifically provided for,

the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 25 years, shall be the basis for cost distribution.

Population or average daily sewage flow projections required for such determinations shall be those provided by the Atlanta Region Metropolitan Planning Commission or other mutually acceptable agency and such projection shall be binding upon each party. In so far as possible average daily sewage flow projections shall be based on data recorded by the meters installed to measure sewage flows. The choice between population projections or average daily sewage flow projections shall rest with the County.

13. Severability:

It is understood and agreed by and between the County and the City that if any condition or provision contained in this contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained; provided, however, that the invalidity of any such condition or provision does not materially prejudice either the City or the County in its respective rights and obligations contained in the remaining valid conditions or provisions of this agreement.

14. Waiver:

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

15. Term of Agreement:

This agreement shall be in effect on the date of execution as shown below and shall continue in effect for fifty (50) years.

16. Number of Copies Executed:

It is agreed between the City and the County that the contract shall be executed in an original and three (3) copies, any one of which may be used for any purpose for which the original may be used.

IN WITNESS WHEREOF, the duly authorized officials of the City of Atlanta and the County of DeKalb have respectively caused the name of the City of Atlanta and the name of the County of DeKalb and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 7/16/68 day of _____, 19___.

CITY OF ATLANTA

(Seal)
Mayor

APPROVED:

Director of Public Works
City of Atlanta

APPROVED AS TO FORM:

Assistant City Attorney

DEKALB COUNTY

(Seal)
Board of Commissioners
of Roads & Revenue

ATTEST:

Clerk, Board of Commissioners
of Roads & Revenue

APPROVED AS TO FORM:

County Attorney

CAPITAL IMPROVEMENTS
R.M.CLAYTON WATER POLLUTION CONTROL PLANT

ANNEX (A)

to the Metropolitan Sewer Agreement between the City of Atlanta and DeKalb County dated 7/16, 1968.

1. City's Obligation to Finance and Construct: The City agrees to finance and construct such capital improvements to the R.M.Clayton Water Pollution Control Plant, hereinafter referred to as "the Clayton Plant," as shall be necessary to provide primary and secondary sewage treatment to 120 million gallons of sewage per day, hereinafter referred to as M.G.D., according to the plans and specifications to be prepared by Wiedeman and Singleton, Engineers and approved by the City, a copy of which shall be filed with the County for review. The planning and designing of said system shall be the responsibility of Wiedeman and Singleton, Engineers.

2. County's Right to Use: The County shall have the right to use 25 M.G.D. (20.8%) of the M.G.D. capacity of the Clayton Plant.

3. County's Obligation to Pay: In consideration of the County's right to use the Clayton Plant as specified in Paragraph 2, above, the County agrees to pay to the City a sum equal to 20.8 % of the costs of each borrowing to finance

RMC

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construction of the Clayton Plant as hereinafter defined plus .33 of the sum so determined; such .33 represents a contribution for costs incurred by the City for now existing facilities located in the Clayton Drainage Basin which will become a part of the new facility. By paying said .33, the County shall not ever again be required by the City to make any contribution for now existing facilities located in the Clayton Drainage Basin. Said facilities include the existing Clayton Plant, the site on which it is located and all trunk sewers located in the Clayton Drainage Basin only.

In determining the "costs of borrowing" there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received.

For the purpose of this contract, construction of the Clayton Plant and related facilities, shall include, without limitation, the purchase price of any lands for the expanded facility, easements, rights-of-way, and expenses incident to the acquisition thereof,

construction of access roads on the Clayton Plant property, the installation of drainage facilities, grading, filling and turfing, construction of digestors, clarifiers, aeration and final settling tanks, chlorine contact chamber, tunnels, dikes, construction and equipping of buildings and the usual and convenient facilities incident thereto, so as to acquire an adequate, modern and efficient Water Pollution Control Plant, and in addition shall include:

a. The cost of indemnity and fidelity bonds either to secure deposits in the appropriate funds or to insure the faithful completion of any construction contract.

b. Any taxes or any charges lawfully levied or assessed against the undertaking.

c. Fees and expenses of engineers for engineering studies, surveys and estimates, the preparation of plans and the supervision of construction.

d. Payments made for labor, contractors, builders and materialmen in connection with the construction and payment for machinery and equipment and for restoration of property damaged or destroyed in connection with such construction, and the repayment of any loans or advances made to or on behalf of the City, to accomplish any of the foregoing.

e. Legal expenses and fees, costs of audits and of preparing, issuing and marketing the bonds.

f. All interest or discount incurred in connection with any borrowing (after proper allocation of any premiums received) and any other items of expense which are incident to the undertaking.

4. County to Make Equal Payments:

The County agrees to repay its portion of each borrowing as determined pursuant to the provisions of Paragraph 3 above in 360 equal monthly payments commencing on the first day of the month following the incurring of the indebtedness.

After Wiedeman and Singleton, Engineers, shall have furnished the City with a certificate stating that construction of the Clayton Plant has been completed and the City has determined by an audit prepared by an independent Certified Public Accountant the total construction costs of the Clayton Plant an adjusting payment, if needed, shall be made so that the actual amount paid by the County shall be in accordance with the provisions of Paragraph 3 above.

5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available and the County agrees to increase its capacity in increments of not less than 5 M.G.D. at any one time and agrees to pay for said increase as provided for hereinafter.

6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, and provided no basic change has occurred at that time in the capacity or nature of the Clayton Plant, the payments due by the County shall be recalculated as though such increased capacity had originally been established under Paragraph 2 at the commencement of this agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7. Excessive Use Payments:

In the event the City determines that no additional capacity can be allocated to the County, the County shall pay to the City for the County's excess of flow to the Clayton Plant $1,250 per M.G.D. per month for each month the County exceeds its authorized allocated capacity. Said excess shall be determined by subtracting the allocated capacity from an average of the flows of sewage for the current month and the two immediately preceding months. As a condition precedent to this temporary extension of capacity to the County, the County must be making a bonafide effort to comply with Paragraph 8 herein.

8. County to Construct Own Relief Facilities:

In the event the City determines that future connections in the County will generate a sewage flow in excess of the capacity of the Clayton Plant reserved to the County herein or create other conditions that will endanger or impair the efficient operation of the Clayton Plant, the County agrees to immediately begin and pursue diligently a construction program to eliminate any such condition or to divert such excess flow from the Clayton Plant to another sewage treatment facility capable of properly handling the same.

ALLOCATION OF OPERATING COSTS

ANNEX (B)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/16, 1968. This Annex will establish and provide the basis of operation, supervision, management, maintenance, repair and replacement cost determination and billing therefor, of the Metropolitan Sewer System.

1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "net operating costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total cost of all operation, supervision, management, maintenance, repair and replacement expenses less all earnings from the sale of by-products, except as provided hereinafter in Paragraph 6. The portion of the net operating cost paid by the County shall be based on the ratio the County's flows bear to the total flows tributary to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same.

2. Metering Stations:

It is agreed that the County will from time to time, at its expense, acquire, install and construct metering facilities of a type, quality and at locations approved by the Director of Public Works of the City and acquired by the County at its expense, for the purpose of providing dependable recorded measurements of flows of sewage discharging from the County into the Metropolitan Sewer System. Said facilities shall be

operated, supervised, managed maintained, repaired and replaced by the City as a cost to the Metropolitan Sewer System. Until said metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 herein, the County's share of net operating costs shall be based upon the ratio that the resident population within the County served by the Metropolitan Sewer System bears to the resident population within the City served by the Metropolitan Sewer System; said resident population served shall be determined by the Atlanta Region Metropolitan Planning Commission.

3. Initial Year of Metering:

During the first full year of operation of the metering facilities herein referred to, monthly statements shall be rendered one month after measurement periods (i.e., cost allocation for February made on the basis of January flow ratios at facility concerned). Costs of major item purchases which exceed $1,000 during the initial year of metering will be allocated between the parties on the basis of three-month average daily flows; thereafter, they shall be allocated on the monthly average daily flow basis. The County shall be notified when the purchase of major items are contemplated.

4. Failure of Meters:

In the event of a meter failure which prevents the development of continuous flow data for any month for billing purposes, that month will be billed on the basis of the average of the three preceding monthly flows.

5. 1963 Distribution of Operating Costs:

It is agreed that the County during the calendar year 1960 shall pay to the City as above described the sum of $142,500 as provided in an agreement between the parties dated April 13, 1964.

STANDARDS OF ACCEPTABILITY
FOR SEWAGE DISCHARGED INTO THE
METROPOLITAN SEWER SYSTEM

ANNEX (C)

to the Metropolitan Sewer Agreement between the City of Atlanta and DeKalb County dated 7/16, 1968.

1. Definitions:

Unless the context specifically indicates otherwise, the meaning of terms used in these regulations shall be as follows:

"Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

"Chief of Construction" shall mean the Director of Public Works of the City of Atlanta or his duly authorized deputy. agent, or representative.

"Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present but unintentionally admitted.

"Sewer" shall mean a pipe or conduit for carrying sewage.

"Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

"Combined Sewer" shall mean a sewer receiving both surface runoff and sewage.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface, and ground waters are excluded.

"Storm Sewer" or "Storm Drain" shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

"Water Pollution Control Plant" shall mean any arrangement of devices and structures used for treating sewage.

"Industrial Wastes" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

"B. O. D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in parts per million by weight.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids; and which are removable by laboratory filtering.

"Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

"Person" shall mean any individual, firm, company, association, society, corporation, or group.

"Shall" is mandatory; "May" is permissive.

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

"Constituents" shall mean the combination of particles or conditions which exist in the Industrial Wastes.

"Flammable" shall be defined by existing fire regulations.

2. Use of Public Sewers

A. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer.

1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.
2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease, or any water or wastes containing oils, greases, or other substance that will solidify or become viscous at temperatures between 32 degrees to 150 degrees Fahrenheit.
3. Any gasoline, benzene, naptha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid, or gas.
4. Any water or wastes that contain more than ten (10) parts per million by weight of the following gases: hydrogen sulphide, sulphur dioxide, or nitrous oxide.
5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood paunch manure, hair and fleshings, entrails, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste bulk solids, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works.

6. Any waters or wastes having a pH lower than 5.5 or higher than 9.5 at any time, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

7. Any waters or wastes containing toxic or poisonous substance in concentrations such as to constitute a hazard to humans or animals or to interfere with any sewage treatment process, or create any hazard in the receiving waters of the sewage treatment plant.

The limits fixed herein may be used as a guide in design and plant control, but may be altered by the Director of Public Works in the event of a cumulative overload on a particular drainage basin or sewage treatment plant.

Fixed Upper Limits for Constituents (Parts per Million by weight)

1.	Cadmium	5.0
2.	Chromium	3.0
3.	Copper	3.0
4.	Cyanide	0.0
5.	Nickel	0.1
6.	Silver	5.0
7.	Tin	5.0
8.	Zinc	3.0
9.	Phenol	0.5

8. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the sewage treatment plant.

9. Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.

10. Any waters containing quantities of radium, naturally occurring, or artificially produced radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.

11. Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids or composition that may create obstruction to the flow in sewers, or other interference with the proper operation and treated effluent of the sewage works.

B. The admission into the public sewers of any waters or wastes having a five-day Biochemical Oxygen Demand in excess of 500 parts per million by weight on a 24-hour composite basis, or for any sample period having a five-day BOD in excess of 5 times the average

influent value for the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works the owner shall provide and operate at his own expense, such pretreatment as may be required to reduce the Biochemical Oxygen Demand to meet the above requirements.

C. The admission into the public sewers of any waters or wastes having a suspended solids content in excess of 500 parts per million by weight on a 24-hour composite basis or having a suspended solids content for any sample period greater than 5 times the average influent value recorded at the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment may be required as in B above.

D. The admission into the public sewers of any waters or wastes in volumes, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be affected to the detriment of the city; shall be subject to review and approval of the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment or equalizing units may be required to bring constituents or volume of flow within the limits previously prescribed or to an otherwise acceptable level, and to hold or equalize flows such that no peak flow conditions may hamper operation of any unit of

the sewer system. Said equalization or holding unit shal' have a capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

E. Where preliminary treatment facilities are provided for any waters or waste, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

F. When required by the Director of Public Works, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole on the building sewer on his property to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Director of Public Works. The manhole shall be installed by the owner at his own expense, and shall be maintained by him so as to be safe and accessible at all times. The manhole must be located on the industrial waste service connection with all sanitary wastes excluded.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Annex shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole provided for in this Annex, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream

manhole in the public sewer to the point at which the building sewer is connected.

H. Any approval by the Director of Public Works of a type, kind or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish an intended purpose. Nor shall any fixed or verbal agreement as to limits of constituents or volumes of waters or wastes be considered as final approval for continuing operation. These limits will be subject to constant study and change as considered necessary to serve their intended purpose.

I. In the event of an accidental spill or unavoidable loss to the drains of any deleterious material, the industry concerned shall promptly notify the Water Pollution Control Plant serving that area, of the nature of the spill, the quantity and time of occurrence.

J. No statement contained in these rules and regulations shall be construed as preventing any special agreement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor by the industrial concern.

K. No storm water, yard drains, roof drains or street catch-basins shall be emptied by the County into the Metropolitan Sewer System, and no waste from any industrial or commercial plant may be discharged by either party into any sewer unless said waste shall first have been treated as prescribed herein.

3. Overloading, Endangering or Impairing Efficient Operations:

It is understood that whenever any industrial or commercial plant is permitted by the County, under this agreement, to discharge waste into any sanitary sewer, the County will enforce the Standards of Acceptability set forth herein. It is further agreed that no provision of this agreement or any other previous agreement shall be construed in such a manner as to allow the County, either for itself or for the use and benefit of any person or entity to construct and connect with any trunk sewer or Water Pollution Control Plant of the Metropolitan Sewer System, any sewer or sewers which in the sole determination of the Director of Public Works of the City or his successor in office, will overload, endanger or impair the efficient operation of the trunk sewers or any of the Water Pollution Control Plants of the Metropolitan Sewer System.

SANITARY SEWERS DESIGN CRITERIA

ANNEX (D)

to the Metropolitan Sewer Agreement between the City of Atlanta and DeKalb County dated 7/16, 1968.

ARTICLE IV. SANITARY SEWERS DESIGN CRITERIA:

A. Introduction: The requirements herein have been prepared with an attempt to give full consideration to general conditions in Atlanta. The requirements have the support of a considerable volume of experience, observations, and case histories. They are established, however, not with the intent or rigid application in all details, but rather to set forth the considered view of City government and represent the criteria upon which approval of designs will be considered and given. Any design that includes materials other than those recommended, grades less than the listed minimum, and like variances from accepted practice must be supported by appropriate engineering study.

B. Sewage Treatment: All new sewer installations and extensions to existing systems shall require provisions for approved sewage treatment before approval can be given. Extensions to the Atlanta Sewer System satisfy this requirement. Other provisions for treatment must be indicated.

C. Design Period: In general, sewer systems should be designed for the estimated future tributary population up to fifty years hence, except in considering parts of the system that can be increased in capacity quite readily when the need arises. Special consideration should be given to the anticipated ultimate development of institutions.

D. General: Materials should be selected to give the best service under the conditions of the design. The material selected should be adapted to local conditions, special consideration being given to the character of industrial wastes, possibilities of septicity, exceptionally heavy loads, abrasion, the necessity of reducing the number of joints, soft foundations and similar problems. Materials are limited to use of those types provided for in attached "Sewer Specifications for Work by Private Contractors and Developers."

E. Location: It is generally expected that sewers shall be located so as to be remote from public water supply wells, other water supply sources and structures.

1. Water pipe and sanitary sewer lines will not be laid in the same trench.

   A lateral separation of at least 10 feet, and in case of crossings, a vertical separation of not less than 18 inches should be maintained. In the event this is impossible, special provisions should be made.

F. Interconnections: No permanent physical connection between a public or private potable water supply system and a sewer, sewage treatment plant or appurtenances thereto which might conceivably permit the passage of any sewage or polluted water into the potable water supply will be permitted.

G. Separate Plan: In general, it is the policy of the City of Atlanta to approve plans for new sewer systems and extensions only when designed upon the separate plan. The plans should be designed for a separate sanitary sewerage system in which rain water from roofs, streets, and ground or surface water from other sources are excluded.

H. Miscellaneous Wastes: (Refer to "Standards of Acceptability of Industrial or Trade Wastes for Admission into Sewers of the City of Atlanta, Georgia," January, 1964, Code Section 51.21).

I. Sanitary Sewer Sizes, Slopes, Depths, and Velocity of Flow:

1. Size: The minimum allowable size for any sanitary sewer governed by these regulations other than house sewer connections shall be eight inches in diameter.
2. Slopes: All sewers should be designed and constructed with hydraulic slopes sufficient to give mean velocities, when flowing full or half full, of not less than 2.5 feet per second, based on Kutter's or Manning's Formula. Sewer velocities should be determined using a value of "n" of 0.013 but for sewers of cast iron an n=0.010 is allowed, and an n=0.21 when designing corrugated metal pipe under special authorization.
3. Increasing Size: At manholes where the sewer is increased in size or at points where a smaller sewer connects into a larger sewer, the invert of the larger sewer should be at such lower elevation to maintain the same energy gradient. To approximate this, it is required that the 0.8 depth point of both sewers be placed at the same elevation.

greater than 400 feet for sewers of 15 inches diameter or less, and 500 feet for sewers 18 inches to ^) inches. Greater spacing may be permitted in larger sewers and those carrying treated effluents with approval of the Engineer.

2. Drop Manholes: Inside drop manholes are permitted for drops of up to 15' for 8" through 12" diameter pipe where special filleted inverts wir' rein-forced concrete bottom are provided. (See applicable Standard Sec.). Standard Manhole Sections w. be used in cases where the elevation difference between the manhole invert and the in-coming sewer invert is less than 36 inches, the invert will be filleted to create a channel which will prevent solids depositing in the manhole.

3. Manhole Diameter: (See applicable Standard Section)

4. Materials and Watertightness: Manholes will be constructed of hard burned brick and will be waterproofed on the exterior with plaster coatings, supplemented by a bituminous coat-ing where ground water conditions are unfavor-able. Special manhole covers are required to prevent flooding, when ordered by the Engineer. Manholes will have cast iron rings and covers of standard design. Cast iron or aluminum steps are required.

5. Flow Channel: The manhole floor shall have a flow channel made to conform in shape and carrying capacity to that of the sewers, as indicated on the applicable standard section.

6. Manhole Top Elevation: Top elevation will conform to street grade and slope. Developer is responsible for any final adjustment.

L. Inverted Siphons:

1. Inverted siphons will have at least two barrels with minimum pipe size of 6 inches. Necessary flushing and maintenance appurtenances will be provided. The manholes will have adequate clearances for rodding and the inlet and outlet details must be arranged so that normal flow is diverted to one barrel and so that either barrel may be taken out of service for cleaning. In general, sufficient head should be provided and pipe sizes selected to secure velocities of at least 3.0 feet per second at average flows. Siphons will be avoided in all but the most serious cases.

M. Force Mains:

1. Force mains are normally cast iron pipe with mechanical or other approved joints. Under certain conditions other materials such as concrete may be used. Minimum velocity in the force main will be 3.0 feet per second.

N. Sanitary Sewer Depth:

1. Sanitary sewers shall be located with a minimum of three (3) feet of cover in areas not subject to vehicular traffic and a minimum of six (6) feet cover under areas designated for vehicular traffic. Specific exceptions to this provision may be made where special material or bedding is provided.

2. Soil compaction tests as required in sewer specifications will prevail.

O. Sanitary Sewer Easements and Encroachments:

1. The location of all sanitary sewer structures will be accurately shown on plans submitted for approval. Permanent maintenance easements will be indicated such as to provide a width of five (5) feet clear distance on both sides of the nominal pipe diameter, for all sewers proposed which will become a part of the Metropolitan Sewer System and be maintained by the City of Atlanta.

2. Easements for off-site construction shall be recorded before construction commences on any project. On-site easements shall be recorded prior to approval of final plat.

3. No building will be allowed within five (5) feet of any existing or proposed sanitary sewer, unless special permission is obtained in writing prior to such construction.

P. House Connections:

1. House connections in new developments will be extended one joint (3 feet) beyond the property side of the sidewalks at a location selected to best serve each property. All house connection extensions will be properly sealed prior to burial.
2. Said house connections where provided shall be accurately located in the field by the owner's engineer who shall submit an acceptable plat as described in Article III Section D3 in two (2) copies indicating said location, along with an affidavit by the owner's engineer confirming such locations.
3. Prior to use of any house connection provided in the Atlanta Metropolitan Sewer System, all provisions of the Atlanta Plumbing Code shall be met.

METROPOLITAN SEWER SYSTEM

ANNEX (E)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/14, 1968. For the purpose of this agreement the following facilities shall constitute the Metropolitan Sewer System until such time as it may be amended by the parties to the said agreement.

1.0 Intrenchment Creek Watershed Area:

1.01 Intrenchment Creek Water Pollution Control Plant. 20 M.G.D. secondary treatment plant located at 1510 Key Road, N. E. High rate trickling filter process. Originally built as 5 M.G.D. Imhoff tank and trickling filter plant in 1913 by City from 1910 Bond Funds. Modified to 14 M.G.D., separate sludge digestion by W.P.A. about 1938. Modified to 20 M.G.D. in 1962 cost participated in by City, DeKalb County and Federal Government.

Facility serves City of Atlanta, DeKalb County and City of Decatur.

1.02 Intrenchment Creek Interceptor Sewer

From: Moreland Avenue

To: Water Pollution Control Plant

1.03 Welch Street Outfall

From: Welch Street

To: Intrenchment Creek Trunk

1.04 Moreland Avenue Extensions Outfall

From: North line of L. L. 145 - 15th District

To: Intrenchment Creek Interceptor Sewer

1.05 Stallings Street Outfall

From: Stallings Street, S. E.

To: Sugar Creek Trunk

1.06 Clifton Road Outfall

From: Clifton Road, S. E.

To: Sugar Creek Trunk

1.07 Kirkwood Oakhurst Outfall

From: Second Avenue at south line L. L. 213 - 15th

To: Sugar Creek Trunk

1.08 East Lake Outfall

From: Arbor Avenue

To: Sugar Creek Trunk

1.09 Beaver Creek Trunk Sewer

From: City Limit

To: Sugar Creek Trunk

1.10 Fayetteville Road & Bouldercrest Outfall

From: Fayetteville Road

To: Sugar Creek Trunk

1.11 Sugar Creek Trunk

From: Memorial Drive

To: Intrenchment Water Pollution Control Plant

2.0 Peachtree Creek Watershed Area:

2.01 R. M. Clayton Water Pollution Control Plant 42 M.G.D. primary treatment plant located on the northeast corner of the intersection of Bolton Road with Marietta Boulevard. Existing facilities include: 4 digestors, 4 clarifiers, centrifuge, administration building, laboratory and appurtenances.

2.09 Peachtree Creek Project #1

From: Near Howell Mill Road

To: Near Peachtree Creek

2.10 Peachtree Creek Interceptor

From: Northside Drive

To: 1480 West

2.11 Peachtree Creek Interceptor

From: Near Peachtree Creek Disposal Plant

To: Near Northside Drive

2.12 Peachtree Creek Interceptor

From: 800' East of Howell Mill Road

To: 600' West of Howell Mill Road

2.13 Decatur-Druid Hills Project

From: East of S.A... Railroad

To: Druid Hills Sanitary Trunk Near North Decatur Road

2.14 North Decatur Project

From: Near North Decatur Road and Clairmont Road

To: Peachtree Trunk

2.15 North Decatur Sanitary Trunk

From: Near North Decatur and Clairmont Road

To: End of 1938 work

2.16 Highland Sanitary Trunk

From: Peachtree Trunk Sewer Near Piedmont

To: Lenox Road

2.17 Highland Trunk Relief Sewer

From: DeKalb County Line

To: Near Piedmont Road

2.18 Highland Trunk Sewer

From: Near Crane Road

To: North Fork of Peachtree Trunk Sewer at Lenox Road

2.19 Eulalia Drive Outfall

From: Eulalia Road

To: Highland Trunk

2.20 Nancy Creek Project

From: Near Powers Ferry Road

To: Near Northside Drive

2.21 Nancy Creek Project

From: Near Powers Ferry Road

To: Near Northside Drive

2.22 Veterans Hospital Outfall

From: Powers Ferry Road

To: Club Drive

2.23 Nancy Creek Outfall

From: DeKalb County Line

To: Wieuca Road

2.24 Nancy Creek Relief Sewer

From: Powers Ferry Road

To: Near Northside Drive

2.25 Nancy Creek Outfall Sewer

From: East Beechwood Road

To: Clayton Plant

2.26 Nancy Creek Relief Sewer

From: East Beechwood Drive

To: Near Northside Drive

2.27 Jetridge Drive Outfall

From: Jetridge Drive

To: Jett Road

3.0 South River Watershed Area:

3.01 South River Water Pollution Control Plant

18 M.G.D. secondary treatment plant located at 2640 Jonesboro Road, S. E., modified activated sludge. Built and financed by joint participation of Atlanta and Fulton County in 1936, with Federal participation under P.W.A. Subsequent modifications were done with joint participation.

3.02 South River Industrial Boulevard Ejector Station

0.50 M.G.D. pneumatic ejector station. Discharges into the South River Water Pollution Control Plant, located on South River Industrial Boulevard, S.E.

Facility was built 1960 by private development. Owned and operated by City of Atlanta, and serves small area of DeKalb County.

3.03 South River Industrial Boulevard Outfall

From: Forrest Park Road

To: Jonesboro Road Outfall

3.04 Jonesboro Road Outfall

From: Hutchens Road

To: Jonesboro Road at South River

3.05 Jonesboro Road Outfall

From: Jonesboro Road

To: Hutchens Road

3.06 Forrest Park Road Outfall

From: Forrest Park Road

To: Existing Jonesboro Road Outfall

3.07 Mountain Manor Outfall

From: Mountain Manor Subdivisions

To: Forrest Park Road

DEPARTMENT OF CLERK OF COUNCIL
CITY HALL
ATLANTA, GEORGIA

3

RESOLUTION

By City Utilities Committee

WHEREAS, the City of Atlanta and DeKalb County heretofore under the date of July 16, 1968 entered into a Metropolitan Sewer Agreement; and

WHEREAS, said agreement provides for the City of Atlanta to plan, finance, construct, operate and maintain water pollution control facilities which serve portions of DeKalb County; and

WHEREAS, the City and the County desire to amend said agreement to provide alternate methods of payment by the County for capital improvements, to establish procedures for determining the proportionate share of costs to be paid by the City and the County and to provide for compliance with State and Federal requirements;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute the First Amendment to Metropolitan Sewer Agreement with DeKalb County in principal conformity with the amendment attached hereto.

A True Copy

OF COUNCIL

ADOPTED by City Council Aug. 18, 1975
APPROVED by the Mayor Aug. 20, 1975

STATE OF GEORGIA

COUNTY OF FULTON

FIRST AMENDMENT TO

METROPOLITAN SEWER AGREEMENT

WITH

DEKALB COUNTY

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this the 20th day of January, 1977, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

W I T N E S S E T H T H A T:

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into a Metropolitan Sewer Agreement; and

WHEREAS, the Mayor and Council of the CITY OF ATLANTA, by Resolution adopted on the 18th day of August, 1975, and approved on the 20th day of August, 1975, have authorized the execution of this Amendment on behalf of the CITY OF ATLANTA.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking Paragraph 3, and by inserting in lieu thereof a new Paragraph 3, which shall read as follows:

"3. County's Responsibility to make Capital Payments:

The County agrees to pay to the City an amount sufficient to cover the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3a or Paragraph 3b hereof and to pay to the City an amount sufficient to cover the County's share of the cost of all other capital improvements in accordance with Paragraph 3a or

Paragraph 3c hereof. The County further agrees to continue payments to the City as described under Paragraph 3a for the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex(A), Paragraph 1, until such time as the County may select the option of paying for said capital improvements in accordance with Paragraph 3b of this agreement. The County further agrees notify the City at least 30 days prior to selection of the payment option under Paragraph 3b and to notify the City within 30 days following notification by the City of any other capital improvements to be made pursuant to this agreement, as to the method of payment to be used to pay the County's share of the cost of said improvement.

a. Equal monthly payments over a period of 30 years in an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). Equal monthly payments over a period of 30 years or over the remaining term of this agreement, whichever is shorter, an amount sufficient to retire the County's share of the cost of each borrowing made by the City pursuant to this agreement for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payments by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid. In determining the "cost of each borrowing", there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one-third (1 1/3) (representing the debt coverage required).

b. Lump sum payment in an amount sufficient to retire the County's share of the principal amount remaining due, at the time the County selects this payment method, of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A).

4

By striking Paragraph 4 of Annex (A), and by inserting in lieu thereof a new Paragraph 4 of Annex (A), which shall read as follows:

"4. Adjustment of Payments by County:

After Wiedeman and Singleton, Engineers shall have furnished the City with a certificate stating that construction of the Clayton Plant, as described in Paragraph 1 of Annex (A), has been completed, final payment of Federal or State grant monies due the City has been made, and the City has determined by an audit prepared by an independent Certified Public Accountant selected by the City the total construction costs of the Clayton Plant, an adjustment of the monthly payments to be made by the County in accordance with Paragraph 3a of this agreement or a reimbursement of a portion of the lump sum payment made in accordance with Paragraph 3b of this agreement shall be made, if needed, such that the amount paid by the County is the County's share of the total cost of said construction less any State or Federal grant monies received by the City."

5

By striking Paragraph 5 of Annex (A), and by inserting in lieu thereof a new Paragraph 5 of Annex (A), which shall read as follows:

"5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available. The County agrees to increase its capacity in increments of not less than 5 MGD at any one time and will purchase such available capacity if the County's flow exceeds its capacity by 2.5 MGD for a period of six (6) months. Said purchase shall be made within six (6) months after its need has been established in accordance with Paragraph 2 of Annex (B) and will be made in accordance with Paragraph 6 of Annex (A).

6

By striking Paragraph 6 of Annex (A), and by inserting in lieu thereof a new Paragraph 6 of Annex (A), which shall read as follows:

"6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, the payments due by the County shall be recalculated as though such increased capacity has originally been established under Paragraph 2 of Annex (A) at the commencement of this

agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis in accordance with Paragraph 3a of this agreement, shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7

By striking Paragraph 1 of Annex (B) and by inserting in lieu thereof a new Paragraph 1 of Annex (B), which shall read as follows:

"1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "Net Operating Costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total direct cost and all applicable indirect costs of operating the Plant, less all earnings from the sale of by-products, except as provided hereinafter in Paragraph 6. Indirect costs shall be determined in accordance with the then current Federal Office of Management and Budget Circular A-87 or its replacement, a copy of which shall be transmitted annually to the County by the City. The portion of the net operating cost paid by the County shall be based on the ratio the County's flow bears to the total flow to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same."

8

By striking Paragraph 2 of Annex (B), and by inserting in lieu thereof a new Paragraph 2 of Annex (B), which shall read as follows:

"2. Metering Stations:

The sewage flows to be used in determining the County's portion of net operating costs and plant capacity requirements shall be determined by the combined use of flow metering stations and population estimates as set forth hereinafter. The County will, at its expense, construct metering facilities with automatic continuous recording devices of sufficient capacity to meter the range of flows in the year 2000 or the capacity of the existing sewer, whichever is larger, as set forth hereinafter. The metering facilities shall be operated, supervised, managed, maintained and repaired by the City with the full net operating costs of the metering stations being a cost to

the Metropolitan Sewer System. Replacement of the facilities will be a cost to the Metropolitan Sewer System. Construction of the meters shall be completed not later than one (1) calendar year after execution of this amendment and shall be as herein specified as to type and location with all plans and specifications for the installations being reviewed and approved by the Commissioner of Environment and Streets of the City of Atlanta. In the event meters are not completed, at the City's discretion, flow measurements may be made at some or all of the proposed locations specified for metering the sewer lines at the County's expense by an independent engineering firm which will be selected by the City and approved by the County. Dry weather flow shall be measured for a one-week period and the average flow which will determine the County's portion of the net operating cost shall be computed by multiplying the ratio of the measured dry weather flow to the appropriate plant flow for the same week by the average plant flow for the preceding six months. Measurements shall be made as deemed necessary by the City. Until metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 of the original contract, the County's share of the net operating costs for the Clayton Plant shall be based upon the ratio of the resident population within the County served by the Clayton Plant. Said resident population served shall be determined by the latest published Atlanta Regional Commission population projections. The County's flow in the Clayton, Intrenchment and South River Basins shall be determined by use of flow metering and/or population estimates as set forth below:

a. Three metering stations shall be constructed in the basins tributary to the R. M. Clayton Water Pollution Control Plant at the locations specified and shall be of the type as specified in this Paragraph.

1. A meter shall be constructed on the Nancy Creek Sewer which flows from the County into Fulton County approximately parallel to Nancy Creek and in the vicinity of Evergreen Creek Road. The meter shall be located either inside or outside the County Line but shall be below the confluence with any other sewer, trunk or lateral, located in the County.

2. A meter shall be constructed on the sewer which flows from the County approximately parallel to the North Fork of Peachtree Creek in the vicinity of Converse Drive. The meter shall be located either inside or outside of the City Limits but shall be below the confluence with any other sewer, trunk or lateral, located in the County.

3. A meter shall be constructed on the sewer which flows from the County approximately parallel to the South Fork of Peachtree Creek in the vicinity of Briarcliff Road. The meter shall be located either inside or outside of the City Limits but shall be above the confluence of said trunk with the St. Louis Trunk but below the confluence of the North Decatur Outfall and the Druid Hills Trunk.

The flow from the areas served by metered sewers shall be divided by the tributary population to determine the flow per capita for the metered area. The per capita flows for the metered area shall then be multiplied by the total population of the County and Gwinnett County tributary to the Clayton Plant, and the flow thus calculated shall be used to determine the need for additional treatment plant capacity and shall, in combination with the total flow to the Clayton Plant, determine the County's portion of the net operating cost of the plant.

b. The County's contribution to the net operating cost of the Intrenchment Creek Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the plant.

c. The County's contribution to the net operating cost of South River Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the Plant."

8

By striking Paragraph 2.01 of Annex (E) and by inserting in lieu thereof a new Paragraph 2.01 of Annex (E) which shall read as follows:

"2.01 R. M. Clayton Water Pollution Control Plant, 120 MGD secondary treatment plant located at 2440 Bolton Road, NW. Existing facilities include screen and grit removal, 8 primary clarifiers, 8 digesters, 4 centrifuges and dewatering building, 2 sludge incinerators, administration and laboratory building, 10 aeration tanks, 7 gas engine-blower sets and blower building, 9 final settling tanks, chlorination facilities and appurtenances.

Except as amended herein, the agreement of July 18, 1968 is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 20th day of January, 1977.

CITY OF ATLANTA

By: _____ (Seal)
MAYOR

DEKALB COUNTY

By: _____ (Seal)
CHAIRMAN, BOARD OF COMMISSIONERS

_____
CLERK, DEKALB COUNTY
BOARD OF COMMISSIONERS

APPROVED:

_____
Commissioner of Environment & Streets

APPROVED AS TO INTENT:

_____
Director, DeKalb County
Water & Sewer Department

APPROVED AS TO FORM:

_____
~~Associate~~ City Attorney
Asst.

APPROVED AS TO FORM:

_____
DeKalb County Attorney

STATE OF GEORGIA

COUNTY OF FULTON

SECOND AMENDMENT
TO
METROPOLITAN SEWER AGREEMENT
WITH
DEKALB COUNTY

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this the 3rd day of August, 1987, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as the "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

WITNESSETH THAT

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into the METROPOLITAN SEWER AGREEMENT, heretofore amended; and

WHEREAS, the Council and the Mayor of the City, by Resolution adopted on the 1st day of June, 1987, and approved on the 9th day of June, 1987, have authorized the execution of this second amendment on behalf of the City.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking the words and numerals "one and one-third (1-1/3)" in the fifth line of the last sentence of subparagraph 3a. and inserting in lieu thereof the words and numerals "one and one-fourth (1-1/4)" so that such sentence shall read as follows:

> "In determining the 'cost of each borrowing', there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one fourth (1-1/4) (representing the debt coverage required)."

2

By striking Paragraph 2 of Annex (A) in its entirety and inserting a new Paragraph 2 in lieu thereof which shall read as follows:

> "County's Right to Use: The County shall have the right to use 50 M.G.D. of the M.G.D. capacity of the Clayton Plant."

45

3

By deleting the first subparagraph of Paragraph 3 of annex (A) in its entirety and inserting in lieu thereof a subparagraph which shall read as follows:

> "In consideration of the County's right to use the Clayton Plant as specified in Paragraph 2 of Annex (A), the County agrees to pay to the City a sum equal to 41.67% (50 M.G.D. divided by 120 M.G.D.) of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3 of this Agreement. Should the total capacity of the Plant be reduced in the future for any reason, the County agrees to pay the City in accordance with the new percentage of the total plant capacity that 50 M.G.D. would represent."

4

Except as amended herein, the Agreement of July 16, 1968, previously amended January 20, 1977, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 3rd day of August, 1987.

CITY OF ATLANTA

BY: _____
MAYOR

DEKALB COUNTY

BY: _____
CHIEF EXECUTIVE OFFICER

RECOMMENDED BY:

_____
CHIEF ADMINISTRATIVE OFFICER

ATTESTED BY:

_____
EX-OFFICIO CLERK TO THE CHIEF EXECUTIVE OFFICER AND BOARD OF COMMISSIONERS

APPROVED AS TO INTENT:

_____
COMMISSIONER OF WATER AND POLLUTION CONTROL

APPROVED AS TO INTENT:

_____
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

APPROVED AS TO FORM:

_____
COUNTY ATTORNEY

Fire & Rescue

Intergovernmental Agreement

Participating:

- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta
- Decatur

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FIRE RESCUE SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT, is entered into by and between DeKalb County, Georgia ("County") and the City of Dunwoody, Georgia ("City").

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as "SB 82") ; and

WHEREAS, SB 82 provided that the city of Dunwoody began operations December 1, 2008 and Section 6.03(c) requires the County to "…provide within the territorial limits of the City all government services and functions which DeKalb County provided in 2008; and

WHEREAS, the County and the City further desire to establish the cost of fire rescue services to be provided by the County to the City pursuant to this Agreement; and

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

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

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide fire rescue services within the City.

ARTICLE 2
DEFINITIONS

For the purposes of the Agreement, the following terms shall be defined as:

2.1 "**Fire Chief"** means the director of the DeKalb County Fire and Rescue department or designee.

2.2 **"Fire Code"** means (1) those applicable provisions of state law related to fire rescue services, including the state fire safety rules, the International Fire Code and (2) those applicable provisions of the Code of Dekalb County, Georgia related to fire rescue services including but not limited to chapter 12 of the Code of Dekalb County, Georgia and (3) those applicable provisions

of the Ordinances of the City of Dunwoody, Georgia that may be enacted during the term of this Agreement related to fire rescue services. .

2.2 **"Fire prevention tax district"** means the area of land in DeKalb County, Georgia that has been designated as the fire prevention tax district in which the County imposes and collects from the taxpayers in the district a separate fire tax for the purpose of defraying the cost of the County fire rescue services provided to the taxpayers in the district.

2.3 "**Fire Rescue Services"** means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, hazardous material response and emergency medical service transports service provided by County Fire and Rescue Department personnel.

ARTICLE 3
TERM OF AGREEMENT

The term of the Agreement is for one year, commencing August 22, 2016 at 0000 hours and concluding at 2400 hours on August 21, 2017. This Agreement shall automatically renew without further action by the City or County on August 22nd of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all fire rescue services within its boundaries, unless extended by mutual Agreement by both governing bodies.

ARTICLE 4
COMPENSATION AND CONSIDERATION

4.1 For the fire rescue services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect the fire prevention district tax annually in the same manner and at the same rate that such tax is imposed and collected within the portion of the DeKalb fire prevention tax district that is located in unincorporated DeKalb County. The City agrees to remain within the DeKalb fire prevention tax district and nothing in this Agreement shall preclude the County's right to continue to collect DeKalb fire prevention district taxes from the residents of the City for all fire rescue services originating within the City of Dunwoody.

4.2 The City agrees that County remains entitled to impose, collect and retain all ambulance transport fees. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County, whether in effect at the time of this agreement or approved by the DeKalb County Governing Authority at some future date. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for ambulance transport calls originating from within the City of Dunwoody.

ARTICLE 5
FIRE CHIEF

The Fire Chief will direct and manage the daily fire rescue operations in the City and supervise the delivery of fire rescue services contracted for in this Agreement.

ARTICLE 6
SERVICES

6.1 During the term of this Agreement, the County shall provide the same fire rescue services to the City as are provided in unincorporated area of DeKalb County. Such fire rescue services shall equal or exceed the fire rescue services provided by the County in 2008 within the area that comprises the City. The County shall provide fire rescue services on a continual 24-hour per day basis. The County and the City intend to enter into mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring fire departments.

6.2 Response times in the City shall remain consistent with those response times in unincorporated DeKalb County. County-wide response reports will be provided by the Fire Chief if requested by the City Manager.

6.3 All emergency incidents within the City shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS). During the term of this agreement, the City agrees that it will not adopt any ordinance that in any way amends, repeals or replaces the applicable fire rescue provisions of the Code of DeKalb County, Georgia, including but not limited to chapter 12 of the Code of DeKalb County, Georgia and any amendments thereto without the written consent of the Fire Chief. Such consent shall not be unreasonably withheld.

ARTICLE 7
EQUIPMENT

The County agrees to provide DeKalb County fire and rescue personnel assigned to work within the City with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon fire rescue services, in accordance with DeKalb County Fire and Rescue department policies and procedures. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. All DeKalb County Fire and Rescue Officers assigned hereunder shall wear the uniform and insignia as issued and ordered by the DeKalb County Fire and Rescue Department.

ARTICLE 8
AUTHORITY TO ENFORCE THE LAW IN DUNWOODY

8.1 The Fire Chief shall designate the fire rescue officers to take an oath administered by an official authorized by the City of Dunwoody to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking fire rescue duties pursuant to this Agreement to enforce the fire code.

8.2 Every fire and rescue officer of the County assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the "police powers" of the County that are necessary to provide the fire rescue services within the scope of this Agreement.

8.3 The Fire Chief shall be and hereby is vested with the additional power to enforce the fire code, to make arrests or issue citations incident to the enforcement of the fire code, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the fire code is made for the sole and limited purpose of giving official and lawful status to the performance of fire rescue services provided by fire and rescue officers within the City of Dunwoody.

8.4 Fire and Rescue officers shall enforce the fire code and shall appear in the Municipal Court of the City of Dunwoody as necessary to prosecute cases made therein. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the fire rescue officers working within the City.

ARTICLE 9
EMPLOYMENT STATUS

All County Fire and Rescue Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All County Fire and Rescue Department personnel operating in the City as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the DeKalb County Fire and Rescue Department command structure. Fire and rescue personnel are under the supervision of the DeKalb County Fire Chief.

ARTICLE 10
FIRE INSPECTION AND PREVENTION

10.1 The County Fire Chief/Chief Building Official shall continue to offer "fire inspection and prevention services" which include, but are not limited to, the following:

a. Perform plan reviews for new construction and renovations of existing commercial and multi-family structures;
b. For all plans reviewed in (a) above, the reviewing authority will perform inspections for the same (new structures, additions, and renovations to commercial buildings and multi-family buildings, and similar);
c. For all inspections performed in (b) above, the reviewing authority will perform Final Inspections on same;
d. The reviewing authority will set occupancy levels for all plan reviews performed;
e. Enforce the Fire Code.
f. The county will forward records of intermediate and final reviews and inspection reports and occupancy loads to the Dunwoody Community Development Department.

10.2 Following completion and approval of final inspections of commercial and multi-family buildings by the Fire Chief/Chief Building Official:

a. The County shall forward a written authorization to the City approving the issuance of a Certificate of Occupancy or Certificate of Completion for the permitted work.

The City may not issue such certificates without the express written approval of the Fire Chief/Chief Building Official.

b. The City shall issue the Certificate of Occupancy or Completion when the City is satisfied that the project has complied with all City requirements.
c. The issuance of the Certificate of Occupancy or Completion by the City shall in no way obligate the City to make any plan review or inspections of the building, and it is specifically agreed that the City shall have the right to rely solely upon the plan review and inspections performed by the Fire Chief under 10.1 above.

10.3 The City of Dunwoody may offer customers an optional review process for the same services listed in 10.1 (a-e) above. Customers requesting a 'city' review will not be required to submit to DeKalb County Fire & Rescue for these services. When the above services are provided by the City of Dunwoody the city will forward copies of approved plans, occupancy loads, Certificate of Occupancy, and Certificate of Completion to the county for their records.

10.4 In addition to the services listed in 10.1(a-e) above, DeKalb County Fire & Rescue shall, unless modified by future agreement with the City of Dunwoody, provide the following exclusive services:

a. Perform annual life safety inspections for occupancies as required by OCGA 25-1-13.
b. Perform arson investigations.
c. Review and approve fireworks stands for temporary outdoor sales facilities and indoor display according to State and county law.
d. Review and approve temporary tents.
e. Review plans (Land Disturbance Permits) for new construction of commercial and multi-family uses (includes apartments and townhomes) and subdivisions for Fire Lane, Access, and handicap parking compliance.
f. Review and issue county permits for gated access roads and entrances separate from city permits required for gates.

10.5 The County shall be entitled to collect fees for any plan reviews, permits and inspections performed under this agreement in connection with commercial and multi-family buildings constructed or renovated in the City if such structures or plans are reviewed or inspected by the Fire and Rescue Department. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County for similar permits, inspections and plan reviews, whether in effect at the time of this agreement or as approved by the DeKalb County Governing Authority at some future date.

10.6 Miscellaneous provisions

a. The City of Dunwoody will perform all necessary inspections for new Occupational Tax Certificate applicants and forward copies of the Certificate of Occupancy to the county.
b. Retaining walls, signs, greenhouses, satellite dishes, Christmas tree lots, emission inspections stations, and similar projects or structures shall not be subject to the provisions of this Agreement, and the City shall continue to issue permits and/or approvals for such projects.

c. Both the City personnel and the County Fire and Rescue officers are authorized to enforce the provisions of and issue citations for violations of the fire code.
d. The City shall be responsible for inspections of all erosion control and site work on all projects within the City.
e. The City shall be responsible for enforcement of building code requirements and shall issue all citations necessary to prosecute any building code violations in the Municipal Court of Dunwoody.

ARTICLE 11
RECORDKEEPING AND REPORTING

The County Fire and Rescue Department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq*. During the term of this Agreement, the County will continue to maintain all reports relating to Fire and Rescue Department activity within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 12
CITY – COUNTY RELATIONS

The DeKalb County Fire Chief will notify the City Manager in the event of a significant fire rescue emergency situation within the City. The DeKalb County Fire Chief and City Manager shall designate what they consider "significant" by a memorandum. The County shall be the sole provider of services within the city that require sworn fire rescue personnel during the term of this Agreement.

ARTICLE 13
TRANSITION

The County and City agree that 90 days prior to the end date of this Agreement, the City Manager and Executive Assistant will meet and confer to effect a smooth transition.

ARTICLE 14
TERMINATION AND REMEDIES

14.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

14.2 Beginning August 21, 2017 at 0000 hours, the County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice

to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

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

ARTICLE 15
NOTICES

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

If to the County:

Executive Assistant
Clark Harrison Center
330 West Ponce de Leon Avenue, 6th Floor
Decatur, Georgia 30030
404-371-4751, Facsimile number

With a copy to:

County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3024, Facsimile number

If to the City:

City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
770-396-4705, Facsimile number

With a copy to:

City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

ARTICLE 16
EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 17
NON-ASSIGNABILITY

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

ARTICLE 18
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 19
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 20
BINDING EFFECT

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

ARTICLE 21
INDEMNITY

21.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

21.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

21.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 22
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers.

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara Sanders
Clerk to the CEO and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

_____
O.V. Brantley
County Attorney

APPROVED AS TO SUBSTANCE:

_____
Zachary Williams
Executive Assistant

CITY OF DUNWOODY, GEORGIA

_____
Denis Shortal
Mayor

_____
Sharon Lowry
Municipal Clerk (SEAL)

Approved as to Form:

_____
Lenny Felgin
City Attorney

Approved as to Substance:

_____
Eric Linton
City Manager

Fire Inspections

Intergovernmental Agreement

Participating:

- Avondale Estates (Overlap)
- Brookhaven (Overlap)
- Chamblee
- Clarkston (Overlap)
- Doraville
- Dunwoody
- Lithonia (Overlap)
- Pine Lake
- Stone Mountain (Overlap)

Not Participating:

- Atlanta
- Decatur

Fire Prevention/ Marshal

Intergovernmental Agreement

Participating:

- Avondale Estates (Overlap)
- Brookhaven (Overlap)
- Chamblee
- Clarkston (Overlap)
- Doraville
- Dunwoody
- Lithonia (Overlap)
- Pine Lake
- Stone Mountain (Overlap)

Not Participating:

- Atlanta
- Decatur

EMS

Intergovernmental Agreement

Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Decatur

Traffic Signaling

Intergovernmental Agreement

Participating:

- Avondale Estates
- Brookhaven
- Decatur
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta
- Chamblee
- Clarkston
- Doraville
- Dunwoody

Storm Water

Intergovernmental Agreement

Participating:

- Clarkston

Not Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Decatur
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

DeKalb County
Contract No. 07-800313

City of Decatur

STORMWATER INTERGOVERNMENTAL AGREEMENT FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 26 day of June, 2007, by and between the **CITY OF Decatur,** a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. TERM

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. DESCRIPTION OF SERVICES AND RESPONSIBILITIES

a. a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.

b. b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.

c. c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.

d. d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.

e. e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. PAYMENT AND REIMBURSEMENT OF COSTS

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be

made for such cost and arrange for payment of such agreed upon cost.

4. TERMINATION

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. VENUE AND CHOICE OF LAWS

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. INDEMNIFICATION

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

7. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. NOTICE

For the purposes of this Agreement, any notices required to be sent to the parties

hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Decatur
Attn: Mayor

Decatur, GA 30030

and

Director of Public Works
City of Decatur

Decatur, GA 30030

DEKALB

DeKalb County, Georgia
Attn: Director of Finance
1300 Commerce Drive
Decatur, Georgia 30030

and

Director of Public Works
DeKalb County, Georgia
330 W. Ponce de Leon Ave.
Decatur, Georgia 30030

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Chamblee" entered into between **DEKALB** and the **CITY** on or about August 31, 1999. **DEKALB** and the **CITY** agree that such 1999 agreement has been terminated as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

CITY OF DECATUR, GEORGIA

(SEAL)

Mayor

ATTEST:

Witness

DEKALB COUNTY, GEORGIA

(SEAL)

Vernon Jones
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Michael Bell, Ex-Officio Clerk

Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

City Attorney
City of Decatur, Georgia

APPROVED AS TO FORM

Asst. County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Public Works Department
City of Decatur

APPROVED AS TO SUBSTANCE:

William "Ted" Rhinehart, Director
Public Works Department
DeKalb County, Georgia

CITY OF DECATUR - APPENDIX A

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X		
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.	X		
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adquacy, and freedom from excessive sediment.	X		
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
6-Drainage System Maintenance: Maintain and repair the municipal separate storm sewer system within the City limits.	X		
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X		
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of $2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of $2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
11-Educational Materials: Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
14-Enforcement: Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.	X		
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X		
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X		

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
18-Construction Site Plan Review, Permitting and Construction Site Management: Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.	X		
21- Illicit Discharge Detection and Elimination Program: In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X		
21-A - Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention.Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
21B - Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.	X		
21C - IDDEP Enforcement: Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		
22-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
23-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
24-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
25-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
26-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
27-Development and Implementation of TMDL Improvement Plan: Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.	X		
28-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	
29-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
30-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
31-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	
32-Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X	

DeKalb County
Public Works
Transportation Division
1950 W. Exchange Place, 4th Floor
Tucker, Georgia 30084
Phone: 770-492-5206 - Fax: 770-492-5201

September 16, 2016

Mr.
City of
Address

RE: DeKalb County Transportation Division Services in the City of

Dear Mr. :

It is our understanding that the City of wants the following services to be provided within its boundaries by the DeKalb County Transportation Division:

Development Permit Reviews – Review of land disturbance permit applications for inclusion of proper improvements within the road right-of-way per County code.
Utility Encroachment Permitting – Review applications and issue permits for utilities seeking to install new facilities within the road right-of-way.
Traffic Calming Program – Upon request by the city, work with citizens on a petition program for adding traffic calming devices (speed tables, bulb outs, etc.) in residential areas. A maintenance fee is charged to the properties in the affected area.

Please sign below to verify that the city agrees with the above list of services. Please direct any questions or comments to me at 770-492-5223.

Sincerely,

David W. Pelton, P.E.
Interim Associate Director
Transportation Division

DWP

CITY OF

_____
Signature/Title

_____
Date

Development Permit Reviews (Transportation)

Intergovernmental Agreement

Participating:

- Clarkston
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Decatur
- Doraville
- Dunwoody

Utility Encroachment Permitting (Transportation)

Intergovernmental Agreement

Participating:

- Clarkston
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Decatur
- Doraville
- Dunwoody

Traffic Calming Program (Transportation)

Intergovernmental Agreement

Participating:

- Clarkston
- Lithonia
- Pine Lake
- Stone Mountain

Not Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Decatur
- Doraville
- Dunwoody

Parks

Intergovernmental Agreement

Participating:

- Lithonia

Not Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur
- Doraville
- Dunwoody
- Pine Lake
- Stone Mountain

CITY OF LITHONIA

DEBORAH A. JACKSON, MAYOR

CITY COUNCIL MEMBERS
WILLIAM "RIC" DODD
AL T. FRANKLIN, MAYOR PRO TEMPORE
DAROLD P. HONORE
SHAMEKA REYNOLDS
TRACY-ANN WILLIAMS

ADMINISTRATIVE STAFF
EDDIE J. MOODY, CITY ADMINISTRATOR
ROOSEVELT SMITH, CHIEF OF POLICE
QUINTON MONSON, PUBLIC WORKS DIRECTOR
LEAH RODRIGUEZ, CITY CLERK

July 29, 2015

Mr. Roy E. Wilson, Director
DeKalb County Department of Recreation, Parks
And Cultural Affairs
330 W. Ponce de Leon Avenue, 3rd Floor
Decatur, Georgia 30030
roywils@dekalbcountyga.gov

RE: Transfer of Management of Lithonia Park

Dear Mr. Wilson:

The City of Lithonia and DeKalb County have a long history of working together to provide recreational spaces and activities to its residents. In 1977, the City entered into a lease agreement with DeKalb County for the purpose of the County maintaining certain property as a park facility and to improve the property for use as a recreational area. The lease was amended in 1978 to modify the legal description of the property and expired on December 31, 2003. The legal description of the property is attached as Exhibit B. Although the lease agreement expired, there has not been any formal action taken to clarify the management responsibilities for the city-owned property that was part of the lease.

As part of the Service Delivery Strategy (SDS) agreement in 1999, the City opted in for Park Services to be provided by the County. When the SDS agreement was updated in 2010 due to the creation of the City of Dunwoody, Lithonia again opted to have Parks and Recreation Services provided by the County (See Attachment B – Leisure Services).

In 2013, the City partnered with the architectural firm of Cooper Carry to have a Master Plan completed for the Lithonia Park and included County Park & Recreation staff in the planning processes. The Master Plan was completed in 2014 and provides some exciting new opportunities to expand the amenities within the Lithonia Park.

To facilitate the development and to clarify the management of the Lithonia Park, the City is proposing the following arrangements:

1. Effective August 15, 2015, the City of Lithonia will assume responsibility for the scheduling, permitting and approval of all activities at the Pavilion and back fields that are part of the City-owned property and previously managed by DeKalb County Parks and Recreation.
2. Effective immediately, DeKalb County Parks and Recreation will cease to schedule, permit or approve any activities on the City-owned property and will refer any inquiries for use of that area to the City of Lithonia staff.
3. Effective immediately, DeKalb County Parks and Recreation will provide to the City of Lithonia a complete list of any approved and pending upcoming events to be held at the Pavilion and the fields including any fees that have been paid. Additionally, copies of contracts for any recurring events, including but not limited to sporting events, shall be provided.
4. Regarding any fees that have already been paid to the County for upcoming events, the City and County will discuss an appropriate sharing of those fees.

Based on the SDS agreement, the City wants the County to continue to provide the regular maintenance service of the park area as it has been doing until further notice. The SDS agreement is scheduled to be renewed again in 2016 and there may be some changes in the services.

The City is very interested in having the County's plan to replace the wading pool with a splash pad implemented as soon as possible. Because the Lithonia Park is part owned by the City and another part owned by the County, it is important to continue to partner to ensure that all park visitors have a positive experience. The boundary lines do not matter to park users – they want a park that is safe, clean and offers good amenities.

I believe that we will be able to make a smooth transition in the management responsibilities in short order. I am available to discuss the proposed arrangements if there are any questions.

I look forward to our continuing partnership to improve the park experience in Lithonia!

Sincerely,

Deborah A. Jackson
Mayor

Attachments
cc: Marvin F. Billups, Jr., Deputy Director
Eddie J. Moody, City Administrator

6920 Main Street, Lithonia, Georgia 30058
Tel. (770) 482-8136 Fax (678) 526-0252

EXHIBIT B 16-136-01-066

All that tract or parcel of land lying and being in Land Lot 136 of the 16th District DeKalb County, Georgia and being more particularly described as follows:

From an iron pin at the intersection of the northern right of way of Parkway Road and the western land lot line of Land Lot 136 proceed northerly along said western land lot line a distance of 589.00 feet to an iron pin and the point of beginning; thence continuing along said western land lot line N 03° 03' 34"E a distance of 1252.10 feet to an iron pin found in the creek at the point where said creek intersects said western land lot line; thence southeasterly following the centerline of said creek approximately 1183 feet to an iron pin in the creek; thence N 85° 51' 15"E a distance of 359.50 feet to an iron pin; thence S 0° 51' 15"W a distance of 334.00 feet to an iron pin in said creek; thence along the centerline of said creek approximately 600 feet to an iron pin; thence N 86° 18' 58"W a distance of 1,132.79 feet to an iron pin, said pin being the northwest corner of the B.A. Johnson property; thence N 87° 04' 56"W a distance of 330.78 feet to an iron pin and the point of beginning; specifically excluded from said tract of land is an out parcel containing 0.920 acres owned by Willie Mae Giles.

Said tract of land, excluding said out parcel, contains 19.321 acres and is more clearly shown on a plat of survey by Hartrampf/Powell, Inc. dated December 15, 1977 and revised March 17, 1978 by A. Gordon Persons, III, Ga. Reg. No. 1918.

W.D. ② 2-10-53 946 p. 351 to DeK. Co. Bd. of Ed.
1-25-50 867 p. 67 To DeK. Co. Bd. of Ed.

INTERGOVERNMENTAL AGREEMENT
FOR PARKS SERVICES
BETWEEN
CITY OF LITHONIA
AND
DEKALB COUNTY, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this _____day of _____, 20___ by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), whose address is 1300 Commerce Drive, Decatur, Georgia, 30030, and the CITY OF LITHONIA, a municipality organized under the laws of the State of Georgia (hereinafter referred to as "City"), whose address is *6980 Main Street, Lithonia, Georgia 30058.*

WITNESSETH:

WHEREAS, the County and the City are political bodies, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities, and;

WHEREAS, the City desires to remain in the tax district for parks and utilize County-provided parks services; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the County and City are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governmental entities are authorized to undertake; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to provide parks services within the boundaries of the City for a period of fifty years, beginning January 1, 2017; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual covenants and promises set forth herein, the County and City hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide parks services within the City through the use of County park services for a period of fifty (50) years, commencing January 1, 2017 at 0000 hours and concluding at 2400 hours on December 31, 2067.

ARTICLE 2
DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***City Parks Director*** means a director of parks appointed by the City of Lithonia who is not a part of the DeKalb County Parks and Recreation Department.

2.2 ***County Parks Director*** means the DeKalb County director of parks and recreation or designee.

2.3 ***Parks services*** means providing services and activities related to recreation, aquatic and summer programs; and maintaining and operating parks, playgrounds, pools, athletic fields and recreation centers within the jurisdictional boundaries of the City.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement is for fifty (50) years, commencing January 1, 2017 at 0000 hours and concluding at 2400 hours on December 31, 2067.

ARTICLE 4
DIRECTOR OF PARKS AND RECREATION

The County parks director will direct and manage the daily parks operations in the City and supervise the delivery of parks services contracted for in this Agreement. However, the City and the County agree that the park property described on Exhibit "A" attached hereto and made a part hereof, and which is hereinafter referred to as "City park" shall be managed by the City Parks Director and maintained by the County for a period of fifty years, beginning on the 1st day of January, 2017, and ending on the 31st day of December, 2067.

ARTICLE 5
SERVICES

5.1 During the term of this agreement, the County shall provide parks services to the City.

5.2 The parties acknowledge that the City Parks Director does not have the authority to direct the activities of any employee of the DeKalb County Parks Department. The City Parks Director will contact the County Parks Director to resolve any concerns regarding the scope of work contemplated under this Agreement.

ARTICLE 6
EQUIPMENT

The County agrees to provide DeKalb County parks personnel assigned to work within the City with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon services, in accordance with applicable DeKalb County policies and

procedures for parks services. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement.

ARTICLE 7
EMPLOYMENT STATUS

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

7.2 All parks and recreation personnel assigned under this Agreement are and will continue to be part of the DeKalb County parks and recreation department and under the supervision of the County Parks Director.

ARTICLE 8
RECORDKEEPING AND REPORTING

8.1 The County parks and recreation department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act.

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

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

ARTICLE 9
TRANSITION

The County and City agree that fifteen (15) days prior to the end of this Agreement, the City Manager and the Executive Assistant will meet and confer to effect a smooth transition.

ARTICLE 10
TERMINATION AND REMEDIES

10.1 The City may terminate this Agreement by giving prior written notice to the County by June 1st of any year. The effective date of the termination of this Agreement shall be January 1st of the following calendar year.

10.2 The County may only terminate this agreement upon the mutual consent of the City. The County may terminate this Agreement by giving prior written notice to the City by June 1st of any year. Provided the City grants its consent, the effective date of the termination of this

Agreement shall be January 1st of the following calendar year. The City's consent must be given in writing.

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

ARTICLE 11
NOTICES

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

If to the County: Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City: City Manager
City of Lithonia
6980 Main Street
Lithonia, Georgia 30058

ARTICLE 12
EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 13
NON-ASSIGNABILITY

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

ARTICLE 14
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written

agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 15
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 16
BINDING EFFECT

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

ARTICLE 17
INDEMNITY

17.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

17.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent

performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

17.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 18
COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the day and date herein above written.

CITY OF LITHONIA

By: _____ **(SEAL)**

_____
Name (Typed or Printed)

_____
Title

ATTEST:

_____
Signature

_____
Name (Typed or Printed)

_____
Title

DEKALB COUNTY, GEORGIA

_____ **(SEAL)**
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

_____
Barbara H. Sanders, CCC
Board of Commissioners and
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

_____	_____
Marvin Billups Interim Director Parks and Recreation Department DeKalb County, Georgia	O.V. Brantley County Attorney DeKalb County, Georgia

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 136 of the 16th District DeKalb County, Georgia and being more particularly described as follows:

From an iron pin at the intersection of the northern right of way of Parkway Road and the western land lot line of Land Lot 136 proceed northerly along said western land lot line a distance of 589.00 feet to an iron pin and the Point of Beginning; thence continuing along said western land lot line N 03° 03'34"E a distance of 1252.10 feet to an iron pin found in the creek at the point where said creek intersects said western land lot line; thence southeasterly following the centerline of said creek approximately 2,223.5 feet to an iron pin; thence N 86° 18'58" W a distance of 1,132.79 feet to an iron pin, said pin being the northwest corner of the B.A. Johnson property; thence N 87° 04'56" W a distance of 330.78 feet to an iron pin and the point of beginning; specifically excluded from said tract of land is an out parcel containing 0.920 across owned by B. A. Johnson.

Said tract of land, excluding said out parcel, contains 17.252 acres and is more clearly shown on a plat of survey by Hartrampf/Powell, Inc. dated December 15, 1977 by A. Gordon Persons, III, Ga. Reg. No. 1918.

DeKalb County Service Delivery Strategy 2010

Leisure Services in DeKalb Municipalities and Atlanta

Leisure Services	Atlanta	Avondale Estates	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Parks	D	D	D	D	D	D	D	DC	DC	D	D
Recreation Programs	D	D	D	D	D	D	D	DC	DC	D	D
Libraries	DC	DC	DC	DC	DC	IG-DC	IG-DC	DC	DC	DC	D

Definitions	
PARKS	Physical facilities.
RECREATION PROGRAMS	Conducted by formal, paid staff; not to include volunteer community programs.
LIBRARIES	Self explanatory.

D: Direct
IG-DC: Intergovernmental Agreement with DeKalb County
IG-A: Intergovernmental Agreement with an Authority
J: Joint Agreement
C: Contract
A: Authority
IGA-ATL: Intergovernmental Agreemtment with Atlanta
N/A: Not Available
DC: DeKalb County

Libraries

Intergovernmental Agreement

Participating:

- Atlanta
- Avondale Estates
- Brookhaven
- Chamblee
- Clarkston
- Decatur
- Doraville
- Dunwoody
- Lithonia
- Pine Lake
- Stone Mountain

STATE OF GEORGIA
COUNTY OF DEKALB

THIS AGREEMENT is hereby entered into this 8th day of May, 2001 between the DeKalb County Public Library, by and through its legally appointed Board of Trustees (hereinafter referred to as the "DeKalb Library") and the City of Decatur, a municipal corporation of the State of Georgia (hereinafter referred to as "Decatur").

DeKalb Library gratefully acknowledges the cooperation of Decatur in obtaining necessary legal papers and the gift of real property so that DeKalb Library could proceed with the addition to the Maud M. Burrus (now named Decatur) Library and its parking facilities.

I. PURPOSE

1.1 General Intent. The purpose of this agreement is to set forth guidelines of a cooperative effort between DeKalb Library and Decatur to provide and improve library service to the general public.

II. TERM OF AGREEMENT

2.1 General Term. This agreement shall remain in full force and effect for a period of forty nine (49) years from this date. Decatur shall have the option to cancel this agreement, it being expressly understood and agreed that such cancellation can only occur at the end of any state fiscal year, June 30, by written notification not less than six (6) months prior to the end of any such fiscal year.

2.2 Option to Renew. Upon the conclusion of the initial term, Decatur shall have the option to renew this Agreement. In order to properly utilize this option to renew, Decatur must provide notice of its intent to exercise such option no later than ninety (90) days prior to the expiration of the current term.

III. BOARD APPOINTMENT

3.1 Decatur shall have the right and privilege to appoint one member to the DeKalb County Public Library Board of Trustees as provided in the Constitution of the DeKalb Library, Article VI. (ratified February 13, 1989 and amended on the following dates: June 5, 1989, November 4, 1991, May 4, 1992, December 9, 1996, and March 6, 2001).

3.2 Term of Office. The term of office of the Board member from Decatur shall be as provided in the Constitution of the DeKalb Library, Article VI. (ratified February 13, 1989 and amended on the following dates: June 5, 1989, November 4, 1991, May 4, 1992, December 9, 1996 and March 6, 2001).

IV. FINANCIAL SUPPORT

4.1 **Decatur shall continue its financial support to the DeKalb Library on an ongoing basis. This contribution shall be in an amount determined by the Board of Commissioners of Decatur but shall not be less than $1,000 per year. This contribution shall be placed into the book budget.**

4.2 **Payments are to be made annually within thirty days after the beginning of Decatur's fiscal year.**

DEKALB: **BY:** _____
Chair, DeKalb County Public Library Board of Trustees

BY: _____
Director, DeKalb County Public Library

DECATUR: **BY:** _____
Mayor, City of Decatur

BY: _____
City Clerk, City of Decatur

SO EXECUTED this 8th **day of** May **, 2001.**

STATE OF GEORGIA

COUNTY OF DEKALB

AGREEMENT

This Agreement entered into by and between DEKALB COUNTY PUBLIC LIBRARY, acting by and through its legally appointed Board of Trustees (hereinafter referred to as the "DeKalb Library") and the CITY OF DORAVILLE, a municipal corporation of the State of Georgia (hereinafter referred to as "Doraville");

WITNESSETH

WHEREAS, Doraville and DeKalb Library have over a period of many years maintained an informal working arrangement for the use of the Doraville Library, located at 3748 Central Avenue, Doraville, DeKalb County, Georgia (hereinafter referred to as the "Doraville Library"), which arrangement has been and is for the mutual benefit for the City of Doraville, DeKalb County and surrounding communities; and

WHEREAS, Doraville and DeKalb Library have for the past three (3) years also operated under a written document; and

WHEREAS, the parties are desirous of providing written terms and conditions of their continuing agreement for the use and availability of library facilities and services,

NOW, THEREFORE, it is agreed as follows:

1.

Doraville shall cooperate with DeKalb Library to promote, develop and improve library service to all participants to meet their functional, educational and recreational needs. To ensure consistent application of county policies and regulations, the representative appointed by City of Doraville to serve on the DeKalb County Public Library Board, the Doraville Mayor, the Doraville librarian, and the Library Branch Coordinator will regularly communicate and meet when the same is deemed appropriate concerning services, programs, and funding that are relevant to Doraville. DeKalb's Branch Coordinator

assigned to the Doraville Library will maintain a constant close contact with the Doraville Library and will regularly review the library's adherence to library policies and procedures. DeKalb Library shall provide a written status report to the Doraville City Commission on an annual basis, as a part of the annual report submitted to the Georgia Division of Public Library Services on or about August 1st of each year.

2.

Doraville shall continue to provide and operate the Doraville Library for public library purposes under the provisions of this Agreement while the same is in effect. Maintenance and repair of the Doraville Library building, grounds, parking and related facilities shall be the sole responsibility of Doraville.

3.

In the event of a vacancy in the position of the Librarian for the Doraville Library, Doraville shall select a Librarian from a list of two (2) or more persons acceptable to Doraville for that position by a committee composed of the following: the Doraville representative to the DeKalb County Public Library Board; the DeKalb County Public Library Director or his/her designated representative; and the Georgia Division of Public Library Services Director or his/her designated representative. The Doraville Librarian shall hold a Master's degree in Library Science from an American Library Association accredited school and be certified as a professional Librarian by the Georgia State Board for Certification of Librarians.

4.

The Doraville Librarian shall have the responsibility of recommending other Doraville Library personnel to Doraville and Doraville shall be solely and separately responsible for hiring, compensation and other benefits of the Librarian and all other Library personnel. Doraville Library personnel shall be governed by all applicable personnel policies established by Doraville. DeKalb Library administrative personnel may provide general consultation and assistance to Doraville in the selection of other library personnel, if requested.

DeKalb Library shall be solely responsible for furnishing the following services:

(a) Order and process library materials in accordance with approved DeKalb Library collection development policy;

(b) Process library materials;

(c) Provide courier service between Doraville and other county branch libraries;

(d) Provide a large print book deposit;

(e) Provide Interlibrary Loan Service;

(f) Provide Interbranch Loan Service;

(g) Provide and maintain NOTIS integrated automation system, including materials circulation, library card registration, and LUIS (automated public catalog)

(h) Maintain billing and overdue operations;

(i) Provide limited printing of branch publicity items;

(j) Provide consultant services of administrative personnel;

(k) Maintain library materials allocation equitable with other DeKalb facilities of comparable size.

6.

All fines, fees and other charges shall be established in accordance with DeKalb Library policy. All monies collected from fines, fees and other charges in connection with the operation of the Doraville Library shall be remitted from Doraville City office to the DeKalb Library Financial Officer on a monthly basis. Fees collected by Doraville Library for meeting room maintenance shall be retained by Doraville.

Doraville shall provide all office and other supplies for the operation of the Doraville Library with the exception of library supplies directly related to the circulation of materials.

Any and all professional travel undertaken by any staff member of the Doraville Library shall be at the expense of Doraville.

7.

The Doraville Library shall operate according to the policies, rules and regulations of the DeKalb Library. In the event of any conflict, County policies shall take precedence.

The Doraville Library will follow the DeKalb Library collection development policy for procurement of books and other library materials.

The Doraville Library shall provide free service to all residents of DeKalb County.

DeKalb's Branch Coordinator will annually provide to Doraville a recommended schedule of hours of operation and holidays. Doraville will return adopted schedule to Branch Coordinator in sufficient time to be included in annual staff information directory. In case of emergency closure, Doraville Mayor's office will notify the Branch Coordinator and place appropriate signage on Doraville Library.

8.

Doraville shall furnish DeKalb Library a certified audit, showing the receipt and expenditure of all funds utilized in the operation of the Doraville Library, on an annual basis and for the State of Georgia fiscal year period.

Doraville audit shall be furnished promptly after same has been received.

The City of Doraville shall provide in an accurate and timely manner all information required by the DeKalb Library administration to complete county, state, and federal reports, including all income expenditures and other financial arrangements made to or on behalf of the Doraville Library.

9.

DeKalb County Public Library Board Constitution and Bylaws authorize the Mayor and City Commission of Doraville to appoint one representative to the DeKalb County Public Library Board. While an agreement is in force, such representative shall serve a term of four (4) years, with a maximum of twelve (12) consecutive years.

10.

The City of Doraville will ensure that the Doraville Library abides by all the requirements for the operation of libraries as stated in the Official Code of Georgia Annotated and the Criteria for Approval of State Aid, and other specialized requirements as set by the Georgia Division of Public Library Services, State Department of Education.

11.

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any term, condition, or provision of this Agreement will be valid, or of any force or effect, unless made in writing and properly executed by the parties' authorized representative.

12.

For the purpose of this Agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

DeKalb County Public Library:

Director
DeKalb County Public Library
1300 Commerce Drive
Decatur, Georgia 30030

Doraville:

Librarian
Doraville Library
3748 Central Avenue
Doraville, Georgia 30340

with copy to: Doraville Mayor and Commission
Doraville City Hall
3725 Park Avenue
Doraville, Georgia 30340

13.

This Agreement shall remain in full force and effect for a period of three (3) years from this date and, thenceforth, from year to year. This Agreement shall continue from year to year unless either DeKalb Library or Doraville wishes to cancel. Cancellation can only occur at the end of any state fiscal year, June 30, by written notification not less than six months prior to the end of any such fiscal year.

In case of dissolution, the collection of books and other materials, as well as all equipment provided through DeKalb County funds will revert to DeKalb. The building and equipment purchased with Federal or Doraville funds will revert to the City of Doraville.

15.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have under their hands and seals caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative on this the 1st day of January, 1991.

CITY OF DORAVILLE:

By: _____ (SEAL)
Doraville Mayor

DEKALB COUNTY PUBLIC LIBRARY:

By: Virginia M. McCurdy (SEAL)
Chair, Library Board of Trustees

By: Donna D. Mancini (SEAL)
Library Director

Vera W. Bailey

Notary Public, Dekalb County, Georgia
My Commission Expires Nov. 18, 1991

DEKALB COUNTY

BOARD OF COMMISSIONERS

BUSINESS AGENDA /MINUTES

MEETING DATE: July 19, 2016

ITEM NO.	D2

HEARING TYPE
Public Hearing

ACTION TYPE
Resolution

SUBJECT: 2016 Budget Revision, Ad Valorem Tax Millage Rates

DEPARTMENT:	Chief Executive Officer

PUBLIC HEARING:	X Yes	___ No

ATTACHMENT:	☒ Yes	__ No
	48 Pages	

Deferred 6/28/16, 7/12/16

INFORMATION CONTACT:	Lee May , Interim CEO
PHONE NUMBER:	404-371-2174

PURPOSE:

1. To consider adjustments to the 2016 Budget and Revenue Anticipations;
2. To consider adoption of Ad Valorem Tax Millage Rates for DeKalb County;
3. To consider adoption of a Homestead Exemption applicable to county operational and maintenance taxes under the HOST program for 2016 using 80% of last year's HOST receipts in a 47.7% HOST Credit; and
4. To authorize the Interim Chief Executive Officer to execute any and all necessary documents.

NEED/IMPACT:

This agenda item revises the county's operating budget to reflect the current digest, authorizes the ad valorem tax millage rates for this year, adjusts the number of authorized positions, adjusts the number of vehicles, and authorizes and adjusts capital projects.

RECOMMENDATION(S):

Defer to July 12, 2016.

Schedule E

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2016

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2016 to provide funds for County government purposes enumerated as follows:

1. A Tax of $0.010 per every $1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.

2. A Tax of $9.980 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); and to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740).

3. A Tax of $13.647 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County, nonbasic police protection (0.569), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.528), pursuant to the DeKalb County Special Services Tax Districts Act, Ga, L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

4. A Tax of $12.550 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures

designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

5. A Tax of $12.661 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County nonbasic police protection (0.111), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

6. A Tax of $14.948 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County basic and nonbasic police protection (1.870) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.528), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

7. A Tax of $10.715 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); and to pay expenses of County nonbasic police protection (0.207), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.528), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.

Schedule E

8. A Tax of $13.078 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.528), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

9. A Tax of $12.550 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

10. A Tax of $15.366 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County basic and nonbasic police protection (1.971); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.845), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

11. A Tax of $15.767 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I

of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County basic and nonbasic police protection (2.372), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.845) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

12. A Tax of $13.454 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County nonbasic police protection (0.376), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.528) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

13. A Tax of $20.800 per every $1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Tucker** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County basic and nonbasic police protection (5.950), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (2.300), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570).

14. A Tax of $20.800 per every $1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the

Schedule E

Constitution of the State of Georgia (9.240); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.740); to pay expenses of County basic and nonbasic police protection (5.950), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (2.300), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.570). Pursuant to O.C.G.A. 33-8-8.3, $26,449,871 received from the Insurance Premium Tax in 2015 will be expended for police protection, fire protection and other services in the unincorporated areas.

Adopted this 19th day of July 2016, by the DeKalb County Board of Commissioners.

LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 19th day of July, 2016.

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:

O.V. BRANTLEY
County Attorney

DeKALB COUNTY SPECIAL SERVICES TAX DISTRICTS ACT

AN ACT

To impose certain requirements and limitations upon ad valorem taxes levied by DeKalb County to finance the provision of certain governmental services; to provide a short title; to provide for definitions; to provide for findings, purposes, and authority for this Act; to provide for special service tax districts within DeKalb County; to provide for a district services ad valorem tax; to provide for the adjustment of the district services ad valorem tax within each special services tax district and within the unincorporated area of the county; to provide that certain other county and municipal powers shall not be affected by this Act; to authorize certain contracts for district services; to provide for the effectiveness of this Act; to provide for other matters relative to the foregoing; to repeal conflicting laws; and for other purposes.

Be it enacted by the General Assembly of Georgia:

Section 1. Short title.

This Act shall be known and may be cited as the "DeKalb County Special Services Tax Districts Act."

Section 2. Definitions.

As used in this Act, the term:

(1) "Constitutional amendment" means the amendment to the Constitution of Georgia of 1976 ratified at the general election of 1978 and set forth in Georgia Laws 1978, pages 2468-2471, which provided that municipalities lying wholly within DeKalb County and the DeKalb County portion of any municipality lying wholly or partially within DeKalb County shall constitute special services tax districts for the provision of certain governmental services therein by DeKalb County and providing that DeKalb County shall assess, levy, and collect ad valorem taxes and collect service charges or fees within such special services tax districts only in accordance with the kind, character, type, and degree of such governmental services provided therein by said county and authorizing the General Assembly to provide by law for such matters.

(2) "DeKalb municipalities" means that portion of the City of Atlanta lying within DeKalb County and the cities of Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Lithonia, Pine Lake, and Stone Mountain.

(3) "Unincorporated area" means that portion of DeKalb County lying outside the corporate limits of DeKalb municipalities.

(4) "District services" means the following governmental services provided by DeKalb County to DeKalb municipalities and unincorporated areas as defined in paragraphs (2) and (3) of Section 2 of this Act:

(A) Basic police services comprised of services performed by the uniform division, traffic unit, park patrol, criminal investigation division, and crime scene investigation unit of the DeKalb County police department;

(B) Nonbasic police services comprised of services performed by the aerial support unit, SWAT team, bomb squad unit, intelligence and permits, K-9 division, gang task force, drug task force, and homeland security division (emergency management) of the DeKalb County police department;

(C) Parks, recreational areas, programs, and facilities; and

(D) Street and road maintenance, including the maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof.

(5) "Declined governmental services" means any governmental service identified in paragraph (4) of this section that a DeKalb municipality specifically elects to exclude from district services by means of a fully executed, valid resolution of its governing body, which declined governmental service will no longer be performed by DeKalb County for that DeKalb municipality.

Section 3. Findings; purposes; authority.

(a) The General Assembly finds that the kind, character, type, and degree of district services provided by DeKalb County varies among DeKalb municipalities and between those municipalities and the unincorporated area of the county. Based on studies of the provision of district services by DeKalb County, the General Assembly further finds that the variation in the provision of district services is quantifiable for each DeKalb municipality and for the unincorporated area so that the DeKalb County ad valorem tax levied to finance the provision of district services may be adjusted by a factor established by law for each DeKalb municipality and for the unincorporated area to the end that the rate of such ad valorem tax shall bear a reasonable relationship to the value of district services actually received by residents of the county within each DeKalb municipality and within the unincorporated area. It is the purpose of this Act to implement the intention of the constitutional amendment by establishing the factor for each DeKalb municipality and for the unincorporated area which DeKalb County shall be required to apply to the county ad valorem tax levied to finance the provision of district services to adjust the millage rate of such tax for each DeKalb municipality and for the unincorporated area.

(b) This Act is pursuant to the authority of the constitutional amendment which specifically provides that " ... the General Assembly shall be authorized by law to control the subject matter of this paragraph and to further define and implement the provisions thereof, including the deletion of services designated herein as 'district services' or the addition of other 'district services', or any combination thereof, in such manner and pursuant to such terms and conditions as the General Assembly may provide by such law.

Section 4. Special services tax districts.

Each DeKalb municipality shall constitute a special services tax district composed of that portion of DeKalb County lying within the corporate limits of each respective DeKalb municipality, and the unincorporated areas shall constitute a special services tax district composed of all the unincorporated areas of DeKalb County. For the purposes of this Act, each such special services tax district shall be designated by the name of its respective DeKalb municipality, except for that portion of DeKalb County lying within the corporate limits of the City of Atlanta, which shall be designated "Atlanta in DeKalb," and the unincorporated area, which shall be designated "DeKalb."

Section 5. District services ad valorem tax.

The district services ad valorem tax shall be determined annually by the governing authority of DeKalb County as follows:

(1) Each district service shall be budgeted separately, and the total amount necessary to fund the district service, except capital expenditures funded from the issuance of general obligation bonds, shall be determined;

(2) From the amount determined under paragraph (1) above there shall be deducted those amounts budgeted for each district service which are derived from revenue sources other than ad valorem taxes;

(3) The amounts determined under paragraphs (1) and (2) for each district service shall be added together to produce the total amount to be derived from the ad valorem tax to finance the provision of all district services;

(4) The amount determined under paragraph (3) shall be converted to an ad valorem tax millage rate based on the countywide tax digest, and the millage rate so established shall be the district services ad valorem tax millage rate.

Section 6. Adjustment of district services ad valorem tax millage rate.

(a) The district services ad valorem tax millage rate shall be adjusted for each special services tax district and for the unincorporated area, and the millage rate levied by

DeKalb County on taxable property within each special services tax district and within the unincorporated area to finance the provision of district services shall be the adjusted millage rate provided for in this section.

(b) For taxable years beginning on or after January 1, 1995, and prior to January 1, 1996, the adjusted ad valorem tax millage rate for district services for each special services tax district shall be the percentage of the district services ad valorem tax millage rate determined under paragraph (4) of Section 5 which is shown below for each special services tax district:

(1) Atlanta in DeKalb ..... 0 percent

(2) Avondale Estates ..... 55 percent

(3) Chamblee ..... 18 percent

(4) Clarkston ..... 45 percent

(5) Decatur ..... 25 percent

(6) Doraville ..... 26 percent

(7) Lithonia ..... 46 percent

(8) Pine Lake ..... 55 percent

(9) Stone Mountain ..... 38 percent

(b.1) For taxable years beginning on or after January 1, 1996, the adjusted ad valorem tax millage rate for district services for each special services tax district shall be the percentage of the district services ad valorem tax millage rate determined under paragraph (4) of Section 5 which is shown below for each special services tax district:

(1) Atlanta in DeKalb ..... 0 percent

(2) Avondale Estates ..... 32 percent

(3) Chamblee ..... 13 percent

(4) Clarkston ..... 27 percent

(5) Decatur ..... 17 percent

(6) Doraville ..... 18 percent

(7) Lithonia ..... 28 percent

(8) Pine Lake .....32 percent

(9) Stone Mountain.....24 percent

(c) The adjusted district services ad valorem tax for the unincorporated area shall be the millage rate applied to taxable property within the unincorporated area which will produce the total amount determined under paragraph (3) of Section 5 of this Act less the amount derived by DeKalb County from special service tax districts through the imposition of the adjusted ad valorem tax millage rates levied pursuant to subsection (b) of this section.

Section 6A. (1989)[1]

Notwithstanding any other provision of this Act to the contrary, no provision of this Act shall in any manner authorize or require the levy of a millage rate in any municipality lying wholly or partially within DeKalb County in excess of the millage rate levied in the unincorporated area of DeKalb County. This section shall stand repealed in its entirety on March 1, 1990.

Section 6B. (1991)

Notwithstanding any other provision of this Act to the contrary, the governing authority of any municipality lying wholly or partially in DeKalb County shall be authorized to provide by resolution that such municipality shall not constitute a special services tax district and shall not be subject to the provisions of this Act or that constitutional amendment providing that certain municipalities in DeKalb County shall constitute special service tax districts, Resolution Act No. 168; House Resolution No. 715-1916; Ga. L. 1978, p. 2468. Prior to the adoption of any such resolution, the governing authority of such municipality shall request and receive a fiscal note from the governing authority of DeKalb County. Such fiscal note shall include a reliable estimate in dollars of the anticipated change in revenue or expenditures under the provisions of the proposed resolution. It shall also include a statement as to the immediate effect and, if determinable or reasonably foreseeable, the long-range effect of the measure. If, after careful investigation, it is determined that no dollar estimate is possible, the fiscal note shall contain a statement to that effect, setting forth the reasons why no dollar estimate can be given.

Section 6B. (1992)

Notwithstanding any other provision of this Act to the contrary, no provision of this Act shall in any manner authorize or required the levy of a millage rate in any municipality lying wholly or partially within DeKalb County in excess of the millage rate levied in the unincorporated area of DeKalb County. This section shall stand repealed in its entirety on March 1, 1993.

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[1] Section 6A and 6B contain codification/numbering errors. In my opinion, the only remaining viable provision is Section 6B (1991). The remaining provisions stand repealed so Section 6B (1991) should really be a stand-alone Section 6A.

Section 6B. (1993)

Notwithstanding any other provision of this Act to the contrary, no provision of this Act shall in any manner authorize or required the levy of a millage rate in any municipality lying wholly or partially within DeKalb County in excess of the millage rate levied in the unincorporated area of DeKalb County. This section shall stand repealed in its entirety on March 1, 1994.

Section 6.1. Particularized millage rates for governmental services.

(a) Particularized millage rate. After the county determines the adjusted district services ad valorem tax millage rate for each DeKalb municipality as provided in Sections 5 and 6 of this Act, the county shall calculate a particularized millage rate applicable to each DeKalb municipality for each governmental service. The particularized millage rate shall be used to reduce a DeKalb municipality's adjusted district services ad valorem tax millage rate in the event such municipality declines governmental services.

(b) Standardization for parks and roads governmental services. In determining a particularized millage rate for parks and roads governmental services, as defined in subparagraphs (C) and (D) of paragraph (4) of Section 2 of this Act, the county shall establish a standardized particularized millage rate so that annually each DeKalb municipality shall be subject to the same standardized particularized millage rates for parks and roads governmental services. The standardized particularized millage rates for parks and roads governmental services may fluctuate annually based on budgetary levels, but the rate charged to DeKalb municipalities shall not exceed the rate charged to DeKalb.

(c) Calculation. The county shall calculate the particularized millage rate in the following manner: The County shall determine the total budgeted appropriations for district services for all special services tax districts and then divide the budgeted appropriations allocated to each governmental service by the total budgeted appropriations. Each resulting number shall be the percentage of appropriations allocated to each governmental service which shall then be multiplied by the adjusted district services ad valorem tax millage rate for each DeKalb municipality reflected in subsection (b.1) of Section 6 of this Act. The resulting numbers shall be the raw particularized millage rates. The county shall use the raw particularized millage rates for parks and roads governmental services to assist in establishing the standardized particularized millage rates for parks and roads governmental services. The county shall deduct the standardized particularized millage rates for parks and roads governmental services from the adjusted district services ad valorem tax millage rate for each DeKalb municipality and shall separate the resulting number into a particularized millage rate for each municipality for basic and nonbasic police services based on the proportion that the budgeted appropriation for each police service bears to the total police services budgeted appropriations. The particularized millage rates for each governmental service may fluctuate annually based on budgetary levels.

Section 7. Other county and municipal powers not affected.

The provisions of this Act shall apply only to district services, as defined by paragraph (4) of Section 2 of this Act, provided by DeKalb County and shall not affect ad valorem taxes levied by DeKalb County or DeKalb municipalities or other sources of revenue available to the county or DeKalb municipalities to fund other governmental services. Nothing in this Act shall be construed to prohibit DeKalb County or DeKalb municipalities from creating other or additional special service tax districts or from entering into contracts with each other governing the provision of other governmental services. However, unless pursuant to a contract authorized by Section 8 of this Act, the requirements of this Act shall not be superseded or abrogated by the exercise of any powers possessed by DeKalb County or DeKalb municipalities.

Section 8. Contracts for district services.

(a) The governing authority of DeKalb County and the governing authority of any DeKalb municipality are authorized to enter into contracts governing the provision of district services by DeKalb County. In the event any such contract is entered into, the requirements of this Act, as to the DeKalb municipality entering the contract, shall be suspended during the period the contract is in effect, and the provision of district services by DeKalb County within the DeKalb municipality entering into the contract and the funding of such district services shall be controlled by the contract.

(b) In the event DeKalb County and a DeKalb municipality enter into a contract authorized by subsection (a) of this section, the adjustment to the district services ad valorem tax millage rate for the unincorporated area shall be the millage rate applied to taxable property within the unincorporated area which will produce the total amount determined under paragraph (3) of Section 5 of this Act less:

(1) The amount derived by DeKalb County from special services tax districts, except the special service tax district of the DeKalb municipality which has entered into a contract with DeKalb County, from the adjusted ad valorem tax millage rates levied pursuant to subsection (b) of Section 6 of this Act; and

(2) The amount derived, if any, by DeKalb County from the DeKalb municipality which has entered into a contract with the county in payment for the provision of district services within the municipality by the county.

(c) In the absence of a contract authorized by this section or upon the expiration of any such contract or upon any such contract ceasing to be effective for any reason, the provisions of this Act shall govern ad valorem taxes levied by DeKalb County within each special services tax district to finance the provisions of district services by the county.

(d) At least once a year, the member or members of the Atlanta City Council whose districts cover 'Atlanta in DeKalb,' the president of the Atlanta City Council or his designee, the mayor of the City of Atlanta or his designee, the chief executive officer of DeKalb County or his designee, the presiding officer of the DeKalb County Commission or his

designee, the member or members of the DeKalb County Commission whose districts cover 'Atlanta in DeKalb,' and any staff deemed necessary and appropriate to the discussions from both the Atlanta City Council and the DeKalb County Commission shall meet for the purpose of discussing delivery of services in 'Atlanta in DeKalb.' Such meeting shall be advertised once a week for two weeks immediately preceding the date of such meeting. No activity requiring action by both the city council and the county commission shall be initiated or undertaken at any meeting conducted under this subsection.

Section 9. Declined governmental services.

Each DeKalb municipality comprising a special services tax district shall receive all district services and shall be subject to the adjusted district services ad valorem tax as calculated in Sections 5 and 6 of this Act, unless the governing body of a DeKalb municipality declines any governmental services as follows:

(1) Beginning with the year 2011, the governing body of any DeKalb municipality may decline to have DeKalb County perform any or all district services as defined by paragraph (4) of Section 2 of this Act by delivering to DeKalb County a fully executed, valid resolution of its governing body identifying the declined governmental services. Such DeKalb municipality resolution shall be delivered to the chief executive officer and each commissioner of DeKalb County, via certified United States mail or private delivery service, such as UPS or Federal Express, prior to 5:00 P.M. on or before September 30, 2010. If a fully executed, valid resolution is received by the chief executive officer and commissioners of DeKalb County in the manner required by this paragraph, then the county shall reduce that municipality's adjusted ad valorem tax millage rate for district services by the particularized millage rate of the declined governmental services, effective beginning January 1, 2011, and continuing thereafter from year to year unless modified in the manner provided in paragraph (2) of this section.

(2) After January 1, 2011, if a DeKalb municipality chooses to decline a district service, whether alone or in addition to already declined district services, the governing body of such DeKalb municipality may deliver to DeKalb County a new resolution identifying any declined governmental services. Such DeKalb municipality resolution shall be delivered to the chief executive officer and each commissioner of DeKalb County, via certified United States mail or private delivery service, such as UPS or Federal Express, prior to 5:00 P.M. on or before June 30. In the event a fully executed, valid resolution is received by the chief executive officer and the commissioners of DeKalb County in the manner required by this paragraph, then in the new year following receipt of such resolution, the county shall reduce that municipality's adjusted ad valorem tax millage rate for district services by the particularized millage rate of the declined governmental services.

(3) If any DeKalb municipality fails to enact a resolution in accordance with the requirements of paragraph (1) or (2) of this section, then the adjusted district services ad valorem tax for that DeKalb municipality shall be calculated in the manner set forth in Sections 5 and 6 of this Act. If the county ceases entirely to perform one of the district services identified in paragraph (4) of Section 2 of this Act, then each DeKalb municipality shall have its adjusted ad valorem tax millage rate for district services reduced by the particularized millage rate for that discontinued service.

(4) If any DeKalb municipality enacts a resolution as provided in paragraph (l) or (2) of this section, DeKalb County shall provide no declined governmental services to that DeKalb municipality unless and until DeKalb County agrees to restore a previously declined governmental service in the manner provided in paragraph (5) of this section.

(5) The governing body of any DeKalb municipality may request that the county perform a previously declined governmental service by forwarding a written request to the chief executive officer and each commissioner of DeKalb County identifying with specificity the governmental service sought. The request shall be forwarded via certified United States mail or private delivery service, such as UPS or Federal Express, prior to 5:00 P.M. on or before June 30. The governing authority of DeKalb County may, in its sole discretion, decide whether it will provide the previously declined governmental service to the DeKalb municipality. The finance director shall forward the county's decision in writing to the mayor of the affected DeKalb municipality within 15 business days of the county making its decision, and the county shall make its decision within 90 days of receiving a DeKalb municipality's request. If the county agrees to provide the previously declined governmental service, the county shall begin providing the governmental service on January 1 of the new year following receipt of the resolution, and an increased adjusted ad valorem tax millage rate for district services shall be determined and levied in conformity with the applicable requirements of this Act.

Section 10. Effective Date

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

Section 11. Repealer

All laws and parts of laws in conflict with this Act are hereby repealed.