





## SERVICE DELIVERY STRATEGY FORM 1

COUNTY: WALKER COUNTY

#### I. GENERAL INSTRUCTIONS:

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

#### **OPTION B OPTION A** Revising or Adding to the SDS Extending the Existing SDS 4. List all services provided or primarily funded by each 4. In Section IV type, "NONE." general purpose local government and authority within 5. Complete one copy of the Certifications for Extension of the county which are revised or added to the SDS in Existing SDS form (FORM 5) and have it signed by the Section IV, below. (It is acceptable to break a service into separate authorized representatives of the participating local components if this will facilitate description of the service delivery governments. [Please note that DCA cannot validate the strategy strategy.) unless it is signed by the local governments required by law (see 5. For each service or service component listed in Section Instructions, FORM 5).] IV, complete a separate, updated Summary of Service 6. Proceed to step 7, below. Delivery Arrangements form (FORM 2). 6. Complete one copy of the Certifications form (FORM 4) For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful and have it signed by the authorized representatives of publications, visit DCA's website at participating local governments. [Please note that DCA cannot http://www.dca.ga.gov/development/PlanningQu validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] alltyGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at

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.

(404) 679-5279.

8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: Any future changes to the service delivery arrangements described on these forms will require an update of the service delivery strategy and submittal of revised forms and attachments to the Georgia Department of Community Affairs under the "Option A" Process Described, Above,

### II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Walker County

City of Chickamauga

City of Fort Oglethorpe

City of LaFayette

City of Lookout Mountain

City of Rossville

Walker County Chamber of Commerce (Chamber of Commerce)

Walker County Development Authority (Economic Development)

Northwest Georgia Joint Development Authority (Economic Development)

Walker County Water & Sewerage Authority (Public Water)

Walker County Rural Water Authority (Public Water)

Dade County Water Authority (Public Water)

Catoosa Utility District Authority (Public Water)

Chattooga County Water District (Public Water)

Dalton Utilities (Public Water)

Tennessee American Water (Public Water)

## III. Services Included in the Existing Service Delivery Strategy that are being Extended WITHOUT CHANGE:

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

Airport

Ambulance Service

**Animal Control** 

**Animal Shelter** 

Archives/Records

**Beverage Control Board** 

**Building Inspections & Permits** 

Cemetery

Code Enforcement

Commodities Distribution

**DFCS** 

**Drug Task Force** 

E-911

**Electric Utilities** 

**Environmental Health** 

Fire Inspections

Fire Protection

Gas Department

**Health Department** 

Jail

Law Enforcement

Library

**Litter Control** 

Parks & Recreation

Planning & Zoning

Property Assessment

**Public Sewer** 

**Public Transportation** 

Recycling

Road & Street Construction

Solid Waste Collection

Vehicle Registration

### 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.

Agriculture Services (name change)

Chamber of Commerce (this service is being updated)

Civic Center (this service is being replaced with Public Meeting Facilities)

Coroner

Courts (this service is being replaced with individual courts)

Courts - Drug Court

Courts - Juvenile Court

Courts - Magistrate Court

Courts - Mental Health Court

Courts - Probate Court

Courts - State Court

Courts - Superior Court

Department of Motor Vehicles Facility

**Downtown Development** 

Economic Development (this service is being updated)

**Elections** 

**Emergency and Non-Emergency Dispatching** 

**Emergency Management** 

**Emergency Shelters** 

Extension Services (this service is being separated from Agriculture Services)

Family Connections - (this service is no longer provided)

GIS Mapping (previously Mapping)

Indigent

Meals on Wheels

Mosquito Control (this service is being updated)

**Municipal Court** 

Museum (this service is being updated)

Public Defense

**Public Meeting Facilities** 

**Public Relations** 

Public Water (this service is being updated)

Senior Citizen Facilities

Senior Citizen Programs (this service is being updated)

Solid Waste Disposal (this service is being updated)

**SPLOST Administration** 

State Patrol Facility

Stormwater Management (this service is being updated)

**Tourism** 







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY</u> 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: WALKER COUNTY	Service: Agriculture Services
Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.): Walker County
<ul> <li>b.) ☐ Service will be provided only in the unincorport checked, identify the government, authority or organ</li> </ul>	orated portion of the county by a single service provider. (If this box is nization providing the service.):
c.)   One or more cities will provide this service or provided in unincorporated areas. (If this box is che service:	nly within their incorporated boundaries, and the service will not be cked, identify the government(s), authority or organization providing the
<ul> <li>d.) ☐ One or more cities will provide this service on service in unincorporated areas. (If this box is check service.):</li> </ul>	aly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.) □ Other (If this box is checked, attach a legible identify the government, authority, or other organization)	e map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
$\square$ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
<b>☑</b> No	
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be el	tach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that iminated).

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> 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

	eral fu	t will help to pay for this service and indicate how the nds, special service district revenues, hotel/motel ta					
Local Government or Author	ritv	Funding Method					
Walker County		General Fund; SPLOST					
		,					
4. How will the strategy change th	e prev	ious arrangements for providing and/or funding this	service within the county?				
		Iltural Services to Agricultural Services. The county s those provided by UGA Extension.	supports agricultural services				
5. List any formal service delivery this service:	agree	ments or intergovernmental contracts that will be us	ed to implement the strategy for				
Agreement Name		Contracting Parties	Effective and Ending Dates				
None							
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?							
None							
7. Person completing form: <b>Dakiy</b> Phone number: <b>706-638-1437</b>		er - Communication Specialist te completed: 9/13/2022					
		acted by state agencies when evaluating whether pre e delivery strategy? □ Yes ☑ No	oposed local government				
If not, provide designated contact person(s) and phone number(s) below:  Shannon Whitfield, Chairman 706-638-1437							







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Chamber of Commerce						
Check <u>one</u> box that best describes the agreed upon delivery arrangement for this service:							
a.) Service will be provided countywide (i.e., in	cluding all cities and unincorporated areas) by a single service provider.						
b.) ☐ Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is inization providing the service.):						
c.)   One or more cities will provide this service o provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the						
d.) $\Box$ One or more cities will provide this service or service in unincorporated areas. (If this box is checkervice.):	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the						
e.)   Other (If this box is checked, <u>attach a legible</u> identify the government, authority, or other organization)	e map delineating the service area of each service provider, and ation that will provide service within each service area.):						
. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service						
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)						
<b>☑</b> No							
these conditions will continue under this strategy, <u>at</u> verlapping but higher levels of service (See O.C.G. <i>F.</i> verlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).						

Page 1 of 2

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.

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fees, bonded indebtedness, etc	;.). 	special service district revenues, hotel/motel to	e service will be funded (e.g., axes, franchise taxes, impact				
Local Government or Author	rity	Funding Method					
Walker County		neral Fund					
4. How will the strategy change th	ne previous a	arrangements for providing and/or funding this	service within the county?				
This service was not identified in	ı previous se	ervice delivery strategy reporting.					
List any formal service delivery this service:	agreements	or intergovernmental contracts that will be us	ed to implement the strategy for				
Agreement Name		Contracting Parties	Effective and Ending Dates				
None							
6. What other mechanisms (if any acts of the General Assembly, ra	) will be use ate or fee ch	d to implement the strategy for this service (e., anges, etc.), and when will they take effect?	g., ordinances, resolutions, local				
6. What other mechanisms (if any acts of the General Assembly, ra	) will be use ate or fee ch	d to implement the strategy for this service (e. anges, etc.), and when will they take effect?	g., ordinances, resolutions, local				
acts of the General Assembly, ra	ate or fee ch	anges, etc.), and when will they take effect?	g., ordinances, resolutions, local				
None  7. Person completing form: Dakiya Phone number: 706-638-1437	a Porter - C Date con	ommunication Specialist  npleted: 9/13/2022  by state agencies when evaluating whether present the state of the state agencies when evaluating whether present the state agencies when evaluating whether the state agencies where the state agencies where the state agencies when evaluating whether the state agencies where agencies where the state agencies where the state agencies where agencies w					







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Coroner
1	. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
	a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.): Walker County
	b.) $\square$ Service will be provided only in the unincorporate checked, identify the government, authority or organization.	orated portion of the county by a single service provider. (If this box is nization providing the service.):
	c.) $\Box$ One or more cities will provide this service of provided in unincorporated areas. (If this box is che service:	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	d.) ☐ One or more cities will provide this service or service in unincorporated areas. (If this box is chec service.):	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
	e.) $\Box$ Other (If this box is checked, <u>attach a legiblish</u> identify the government, authority, or other organization	e map delineating the service area of each service provider, and ation that will provide service within each service area.):
2	. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
	☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
	<b>☑</b> No	
0	these conditions will continue under this strategy, <u>at</u> verlapping but higher levels of service (See O.C.G.A verlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).

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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.

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enterprise funds, user fees, ger fees, bonded indebtedness, etc	neral funds, special service district revenues, hotel/r	how the service will be funded (e.g., motel taxes, franchise taxes, impact				
Local Government or Author	prity Funding N	Funding Method				
Walker County	General Fund					
4. How will the strategy change the	ne previous arrangements for providing and/or fund	ing this service within the county?				
This service was not identified in	n previous service delivery strategy reporting.					
	agreements or intergovernmental contracts that wi	Il be used to implement the strategy for				
this service:						
Agreement Name Contracting Parties Effective and Ending Dates						
Resolution R-054-21	Walker County; Coroner					
TCSOIGHOTT COT 21	walker County, Coroner	Jan. 1, 2021 to TBD				
TROGULUTTY OUT 21	wanter odditty, odroner	Jan. 1, 2021 to TBD				
TOSOIGNOTTY OUT 21	walker double, definition	Jan. 1, 2021 to TBD				
TOSOILLOTT COT 21	wanter dounty, defending	Jan. 1, 2021 to TBD				
TOSOILLIOTT COT 21	wanter odditty, odroner	Jan. 1, 2021 to TBD				
TOSCILLION TO COT 21	walker Gounty, Gordina	Jan. 1, 2021 to TBD				
6. What other mechanisms (if any	y) will be used to implement the strategy for this servate or fee changes, etc.), and when will they take e	vice (e.g., ordinances, resolutions, local				
6. What other mechanisms (if any	/) will be used to implement the strategy for this ser	vice (e.g., ordinances, resolutions, local				
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6. What other mechanisms (if any acts of the General Assembly, i	/) will be used to implement the strategy for this ser	vice (e.g., ordinances, resolutions, local				
6. What other mechanisms (if any acts of the General Assembly, i	/) will be used to implement the strategy for this ser	vice (e.g., ordinances, resolutions, local				
6. What other mechanisms (if any acts of the General Assembly, i	/) will be used to implement the strategy for this ser	vice (e.g., ordinances, resolutions, local				
6. What other mechanisms (if any acts of the General Assembly, r	/) will be used to implement the strategy for this ser	vice (e.g., ordinances, resolutions, local				
6. What other mechanisms (if any acts of the General Assembly, in the None  7. Person completing form: Joe Le Phone number: 706-638-1437  8. Is this the person who should the second should the second should be acted to the second should be acted	y) will be used to implement the strategy for this serente or fee changes, etc.), and when will they take e	vice (e.g., ordinances, resolutions, local ffect?				
6. What other mechanisms (if any acts of the General Assembly, in None  7. Person completing form: Joe Le Phone number: 706-638-1437  8. Is this the person who should be projects are consistent with the	will be used to implement the strategy for this servate or fee changes, etc.), and when will they take expected the completed of the completed of the completed of the contacted by state agencies when evaluating when the contacted by state agencies when evaluating when the contacted of the conta	vice (e.g., ordinances, resolutions, local ffect?				



### **RESOLUTION R-054-21**

## A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO SET THE ANNUAL COMPENSATION FOR THE WALKER COUNTY CORONER

**WHEREAS**, the Georgia General Assembly enacted a Local Act (Ga. Law 1965, p. 2710) that established the salary to be paid to the Walker County Coroner; and

WHEREAS, the Local Act has been amended from time to time; and

WHEREAS, the County is responsible for payment of the Coroner's salary; and

**WHEREAS**, the County previously set the Coroner's salary by Resolution (R-046-20) at \$28,146.30, or \$2,345.53 per month, effective January 1, 2021; and

**WHEREAS**, the Coroner has requested the County set the salary of the Coroner's position at \$30,146.40, or \$2,512.20 per month, retroactive to November 1, 2021;

**THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Walker County, Georgia that the County Coroner's position shall be set at an annualized salary of \$30,146.40, or \$2,512.20 per month, for services rendered.

SO RESOLVED AND ADOPTED this  $18^{th}$  day of November, 2021

ATTEST:

REBECCA WOODEN, County Clerk

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman

The foregoing Resolution received a motion for passage from Commissioner (a),

second by Commissioner with more, and upon the question the vote is \_\_\_\_\_ ayes,

\_\_\_\_\_ nays to adopt the Resolution.







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Courts - Drug Court					
1. Check one box that best describes the agreed upon delivery arrangement for this service:						
<ul> <li>a.) Service will be provided countywide (i.e., in (If this box is checked, identify the government, au</li> </ul>	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Walker County					
<ul> <li>b.) ☐ Service will be provided only in the unincorp checked, identify the government, authority or orga</li> </ul>	porated portion of the county by a single service provider. (If this box is anization providing the service.):					
c.) ☐ One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the					
d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing service.):						
e.) □ Other (If this box is checked, <u>attach a legib</u> identify the government, authority, or other organiz	le map delineating the service area of each service provider, and ation that will provide service within each service area.):					
2. In developing this strategy, were overlapping serving identified?	ce areas, unnecessary competition and/or duplication of this service					
$\square$ <b>Yes</b> (if "Yes," you must attach additional docum	entation as described, below)					
✓ No						
If these conditions will continue under this strategy, a overlapping but higher levels of service (See O.C.G./ overlapping service areas or competition cannot be e	Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).					
If these conditions will be eliminated under the strate	gy, <u>attach an implementation schedule</u> listing each step or action that					

Page 1 of 2

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

				nued

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 Author	rity Funding Me	ethod					
Walker County	General Fund, Fines & Forfeitures; User Fee	es; Grants					
4. How will the strategy change the	e previous arrangements for providing and/or funding	g this service within the county?					
This is a new 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					
None							
l k							

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?

NI	_	_	_
IN	О	n	е

- 7. Person completing form: Dakiya Porter Communication Specialist
  Phone number: 706-638-1437 Date completed: 9/13/2022
- 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: Shannon Whitfield, Chairman 706-638-1437







# FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COU	NTY	Service: Courts - Juvenile Court									
1. Check one box that best describes the agreed upon delivery arrangement for this service:											
a.) Mervice will be provided countywide (i.e., including all cities and unincorporated areas) by a single service providing the service, it this box is checked, identify the government, authority or organization providing the service.): Walker County											
<ul> <li>b.) ☐ Service will be prochecked, identify the government.</li> </ul>	ovided only in the unincorp vernment, authority or orga	orated portion of the county by a single service provider. (If this box is unization providing the service.):									
<ul><li>c.)   One or more cities provided in unincorporate service:</li></ul>	s will provide this service o ed areas. (If this box is che	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the									
d.) □ One or more cities service in unincorporated service.):	s will provide this service or d areas. (If this box is chec	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the									
e.) ☐ Other (If this box i identify the government,	is checked, <u>attach a legibl</u> authority, or other organiza	le map delineating the service area of each service provider, and ation that will provide service within each service area.):									
2. In developing this strate identified?	gy, were overlapping servi	ce areas, unnecessary competition and/or duplication of this service									
☐ <b>Yes</b> (if "Yes," you mu	st attach additional docum	entation as described, below)									
<b>☑</b> No											
If these conditions will cont overlapping but higher level overlapping service areas	els of service (See O.C.G.A	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).									
If these conditions will be e	eliminated under the strateg	gy, attach an implementation schedule listing each step or action that									

Page 1 of 2

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

		CON	

List each government or authorit enterprise funds, user fees, gene fees, bonded indebtedness, etc.)	y that will help to pay for this service and indicate how the ral funds, special service district revenues, hotel/motel ta	e service will be funded (e.g., xes, franchise taxes, impact									
Local Government or Authori	ty Funding Method	Parallel Carlotte Control									
Walker County	General Fund, Fines & Forfeitures; User Fees; Gra	ants									
How will the strategy change the	previous arrangements for providing and/or funding this	service within the county?									
This service was not individually id	This service was not individually identified in previous service delivery strategy reporting.										
this service:	greements or intergovernmental contracts that will be use	ed to implement the strategy for									
Agreement Name	Contracting Parties	Effective and Ending Dates									
None											
What other mechanisms (if any) acts of the General Assembly, rat	will be used to implement the strategy for this service (e.g e or fee changes, etc.), and when will they take effect?	g., ordinances, resolutions, local									
None											
7. Person completing form: <b>Dakiya</b> Phone number: <b>706-638-1437</b>	Porter - Communication Specialist  Date completed: 9/13/2022										
8. Is this the person who should be projects are consistent with the se	contacted by state agencies when evaluating whether precious delivery strategy? $\square$ Yes $\!$	oposed local government									
If not, provide designated contact Shannon Whitfield, Chairman 7	person(s) and phone number(s) below: 06-638-1437										







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Courts - Magistrate Court										
1. Check one box that best describes the agreed upon delivery arrangement for this service:											
<ul> <li>a.) Service will be provided countywide (i.e., in (If this box is checked, identify the government, au</li> </ul>	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Walker County										
b.) $\square$ Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is anization providing the service.):										
.) $\square$ One or more cities will provide this service only within their incorporated boundaries, and the service will not be rovided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the ervice:											
d.) $\Box$ One or more cities will provide this service only within their incorporated boundaries, and the count service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization service.):											
e.)   Other (If this box is checked, <u>attach a legiblish</u> identify the government, authority, or other organizations)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):										
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service										
☐ Yes (if "Yes," you must attach additional docum	entation as described, below)										
☑ No											
If these conditions will continue under this strategy, <u>a</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).										
If these conditions will be eliminated under the strate, will be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that										

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enterprise funds, user fees, gene fees, bonded indebtedness, etc.)	eral fu ).	t will help to pay for this service and indicate how the nds, special service district revenues, hotel/motel ta	e service will be funded (e.g., xes, franchise taxes, impact								
Local Government or Author	ity	Funding Method									
Walker County		General Fund, Fines & Forfeitures; User Fees									
4. How will the strategy change the	e previ	ious arrangements for providing and/or funding this	service within the county?								
This service was not individually i	This service was not individually identified in previous service delivery strategy reporting.										
this service:	5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:										
Agreement Name		Contracting Parties	Effective and Ending Dates								
What other mechanisms (if any) acts of the General Assembly, rat	will be te or f	e used to implement the strategy for this service (e.gee changes, etc.), and when will they take effect?	g., ordinances, resolutions, local								
None											
7. Person completing form: <b>Dakiya</b> Phone number: <b>706-638-1437</b>		er - Communication Specialist e completed: 9/13/2022									
8. Is this the person who should be projects are consistent with the se	conta ervice	acted by state agencies when evaluating whether probable delivery strategy? $\square$ Yes $\!$	oposed local government								
If not, provide designated contact Shannon Whitfield, Chairman 7	t perso <b>′06-63</b>	on(s) and phone number(s) below: 88-1437									







### SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

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

COUNTY: WALKER COUNTY	Service: Courts - Mental Health Court									
<ol> <li>Check one box that best describes the agreed upon delivery arrangement for this service:</li> </ol>										
<ul> <li>a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut</li> </ul>	a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Walker County									
<ul> <li>b.) ☐ Service will be provided only in the unincorport checked, identify the government, authority or organ</li> </ul>	b.) $\square$ 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.):									
<ul> <li>c.) ☐ One or more cities will provide this service or provided in unincorporated areas. (If this box is che service;</li> </ul>	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the									
d.) $\square$ One or more cities will provide this service on service in unincorporated areas. (If this box is check service.):	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the									
e.) □ Other (If this box is checked, attach a legible identify the government, authority, or other organization.)	e map delineating the service area of each service provider, and ation that will provide service within each service area.):									
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service									
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)									
<b>☑</b> No										
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).									

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.

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enterprise funds, user fees, genera fees, bonded indebtedness, etc.).	that will help to pay for this service and indicate how the il funds, special service district revenues, hotel/motel ta	e service will be funded (e.g., ixes, franchise taxes, impact							
Local Government or Authority	Funding Method								
Walker County	General Fund, Fines & Forfeitures; User Fees; Gr	ants							
4. How will the strategy change the p	revious arrangements for providing and/or funding this	service within the county?							
This service was not individually identified in previous service delivery strategy reporting.									
this service:	eements or intergovernmental contracts that will be use								
None Agreement Name	Contracting Parties	Effective and Ending Dates							
Notic									
What other mechanisms (if any) was acts of the General Assembly, rate	ll be used to implement the strategy for this service (e.gor fee changes, etc.), and when will they take effect?	g., ordinances, resolutions, local							
None									
7. Person completing form: Dakiya P Phone number: 706-638-1437	orter - Communication Specialist Date completed: 9/13/2022								
Is this the person who should be consistent with the sense.	intacted by state agencies when evaluating whether provice delivery strategy? $\square$ Yes $\!$	oposed local government							
If not, provide designated contact p Shannon Whitfield, Chairman 706	erson(s) and phone number(s) below: -638-1437								







### SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

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

COUNTY: WALKER COUNTY	Service: Courts - Probate Court								
. Check <u>one</u> box that best describes the agreed upon	delivery arrangement for this service:								
a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Walker County									
b.)   Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):									
c.)   One or more cities will provide this service onl provided in unincorporated areas. (If this box is chec service:	ly within their incorporated boundaries, and the service will not be ked, identify the government(s), authority or organization providing the								
d.) ☐ One or more cities will provide this service only service in unincorporated areas. (If this box is checked service.):	y within their incorporated boundaries, and the county will provide the ed, identify the government(s), authority or organization providing the								
e.)   Other (If this box is checked, <u>attach a legible</u> identify the government, authority, or other organization)	e map delineating the service area of each service provider, and tion that will provide service within each service area.):								
In developing this strategy, were overlapping service identified?	e areas, unnecessary competition and/or duplication of this service								
☐ <b>Yes</b> (if "Yes," you must attach additional document	ntation as described, below)								
<b>☑</b> No									
f these conditions will continue under this strategy, <u>atta</u> verlapping but higher levels of service (See O.C.G.A. verlapping service areas or competition cannot be elin	ach an explanation for continuing the arrangement (i.e., 36-70-24(1)), overriding benefits of the duplication, or reasons that minated).								

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.

							ed

List each government or author enterprise funds, user fees, ger fees, bonded indebtedness, etc.	neral fu	t will help to pay for this service and indicate how the ands, special service district revenues, hotel/motel ta	e service will be funded (e.g., xes, franchise taxes, impact
Local Government or Author	rity	Funding Method	
Walker County		General Fund, Fines & Forfeitures; User Fees	
4. How will the strategy change th	ne prev	ious arrangements for providing and/or funding this	service within the county?
		ied in previous service delivery strategy reporting.	
this service:	agree	ments or intergovernmental contracts that will be use	ed to implement the strategy for
Agreement Name		Contracting Parties	Effective and Ending Dates
None			
6. What other mechanisms (if any acts of the General Assembly, ra	y) will be ate or f	e used to implement the strategy for this service (e.gee changes, etc.), and when will they take effect?	., ordinances, resolutions, local
None			
7. Person completing form: Dakiy Phone number: 706-638-1437		er - Communication Specialist te completed: 9/13/2022	
Is this the person who should b projects are consistent with the	e conta service	acted by state agencies when evaluating whether probe delivery strategy? $\square$ Yes $\!$	pposed local government
If not, provide designated conta Shannon Whitfield, Chairman	ct pers <b>706-6</b> 3	on(s) and phone number(s) below: 38-1437	







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Courts - State Court
Check <u>one</u> box that best describes the agreed upon	on delivery arrangement for this service:
<ul> <li>a.) Service will be provided countywide (i.e., in (If this box is checked, identify the government, au</li> </ul>	ncluding all cities and unincorporated areas) by a single service provider. hthority or organization providing the service.): Walker County
<ul> <li>b.) ☐ Service will be provided only in the unincorport checked, identify the government, authority or organization.</li> </ul>	porated portion of the county by a single service provider. (If this box is anization providing the service.):
<ul> <li>c.) ☐ One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:</li> </ul>	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
<ul> <li>d.) ☐ One or more cities will provide this service o service in unincorporated areas. (If this box is check service.):</li> </ul>	nly within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the
e.) □ Other (If this box is checked, attach a legib identify the government, authority, or other organiz	ele map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping servi identified?	ice areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docum	nentation as described, below)
<b>☑</b> No	
If these conditions will continue under this strategy, a overlapping but higher levels of service (See O.C.G., overlapping service areas or competition cannot be expected to the control of the service areas or competition.	Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

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

	S								

<ol> <li>List each government or authority the enterprise funds, user fees, general fees, bonded indebtedness, etc.).</li> </ol>	hat will help to pay for this service and indicate how the funds, special service district revenues, hotel/motel ta	e service will be funded (e.g., exes, franchise taxes, impact
Local Government or Authority	Funding Method	
Walker County	General Fund, Fines & Forfeitures; User Fees	
4. How will the strategy change the pr	evious arrangements for providing and/or funding this	service within the county?
	ntified in previous service delivery strategy reporting.	ed to implement the strategy for
Agreement Name	Combine of the Position	
None None	Contracting Parties	Effective and Ending Dates
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		L
What other mechanisms (if any) will acts of the General Assembly, rate o	be used to implement the strategy for this service (e.gr fee changes, etc.), and when will they take effect?	g., ordinances, resolutions, local
None		
7. Person completing form: Dakiya Po Phone number: 706-638-1437	orter - Communication Specialist Date completed: 9/13/2022	
8. Is this the person who should be conprojects are consistent with the servi	ntacted by state agencies when evaluating whether price delivery strategy? $\square$ Yes $\!$	oposed local government
If not, provide designated contact pe	erson(s) and phone number(s) below:	







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Courts - Superior Court
Check <u>one</u> box that best describes the agreed upon	on delivery arrangement for this service:
a.) Marvice will be provided countywide (i.e., in	ncluding all cities and unincorporated areas) by a single service provider.  thority or organization providing the service.): Walker County
b.) ☐ Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is anization providing the service.):
<ul> <li>c.)    ☐ One or more cities will provide this service of provided in unincorporated areas. (If this box is chesservice:</li> </ul>	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
<ul> <li>d.) ☐ One or more cities will provide this service or service in unincorporated areas. (If this box is check service.):</li> </ul>	nly within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the
e.) □ Other (If this box is checked, attach a legib identify the government, authority, or other organiz	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping servi identified?	ice areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docum	nentation as described, below)
✓ No	
If these conditions will continue under this strategy, a overlapping but higher levels of service (See O.C.G./ overlapping service areas or competition cannot be expected to the condition of the service areas or competition.	attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> 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, c	ontinued			
List each government or author enterprise funds, user fees, gen fees, bonded indebtedness, etc	eral funds .).	ill help to pay for this se s, special service distric	rvice and indicate how the t revenues, hotel/motel ta	e service will be funded (e.g., xes, franchise taxes, impact		
Local Government or Author	rity		Funding Method	CHICA SERVICE CONTRACTOR CONTRACTOR		
Walker County	G	Seneral Fund, Fines & F	orfeitures; User Fees			
4. How will the strategy change th	e previou	s arrangements for prov	riding and/or funding this	service within the county?		
This service was not individually	identified	in previous service deli	very strategy reporting.			
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:						
Agreement Name		Contracting F	Parties	Effective and Ending Dates		
None						

None		

- 7. Person completing form: Dakiya Porter Communication Specialist
  Phone number: 706-638-1437 Date completed: 9/13/2022
- 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: Shannon Whitfield, Chairman 706-638-1437







## SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

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

COUNTY: WALKER COUNTY	Service: Department of Motor Vehicle Facility
<ol> <li>Check <u>one</u> box that best describes the agreed upo</li> </ol>	on delivery arrangement for this service:
<ul> <li>a.) Service will be provided countywide (i.e., including this box is checked, identify the government, aut</li> </ul>	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Walker County
b.) $\square$ Service will be provided only in the unincorporate checked, identify the government, authority or organization.	orated portion of the county by a single service provider. (If this box is nization providing the service.):
c.)   One or more cities will provide this service of provided in unincorporated areas. (If this box is che service:	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) ☐ One or more cities will provide this service or service in unincorporated areas. (If this box is chec service.):	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.) $\Box$ Other (If this box is checked, <u>attach a legiblish</u> identify the government, authority, or other organization	e map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
<b>☑</b> No	
f these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).

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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.

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Contracting Parties   Contracting Parties   Effective and Endanged Services   Contracting Parties   Contract
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is service was not identified in previous service delivery strategy reporting.  ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:    Agreement Name   Contracting Parties   Effective and Encemorandum of   Walker County and Georgia Department of Driver   7/25/06 to TRD
is service was not identified in previous service delivery strategy reporting.  ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:    Agreement Name   Contracting Parties   Effective and Encemorandum of   Walker County and Georgia Department of Driver   7/25/06 to TRD
is service was not identified in previous service delivery strategy reporting.  ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:    Agreement Name   Contracting Parties   Effective and Encemorandum of   Walker County and Georgia Department of Driver   7/25/06 to TRD
is service was not identified in previous service delivery strategy reporting.  ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:    Agreement Name   Contracting Parties   Effective and Encemorandum of   Walker County and Georgia Department of Driver   7/25/06 to TRD
is service was not identified in previous service delivery strategy reporting.  ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:    Agreement Name   Contracting Parties   Effective and Encemorandum of   Walker County and Georgia Department of Driver   7/25/06 to TRD
is service was not identified in previous service delivery strategy reporting.  ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:    Agreement Name   Contracting Parties   Effective and Encemorandum of   Walker County and Georgia Department of Driver   7/25/06 to TRD
ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:     Agreement Name Contracting Parties Effective and Encommonandum of   emorandum of Walker County and Georgia Department of Driver
ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:     Agreement Name Contracting Parties Effective and Encommonandum of   emorandum of Walker County and Georgia Department of Driver
ist any formal service delivery agreements or intergovernmental contracts that will be used to implement the is service:     Agreement Name Contracting Parties Effective and Encommonandum of   emorandum of Walker County and Georgia Department of Driver
Agreement Name  Contracting Parties  Effective and Encemorandum of  Walker County and Georgia Department of Driver  7/25/06 to TRD
is service:  **Agreement Name**  **Contracting Parties**  **Effective and Enc.**  **Emorandum of**  Walker County and Georgia Department of Driver*  7/25/06 to TRD
Agreement Name  Contracting Parties  Effective and Encemorandum of  Walker County and Georgia Department of Driver  7/25/06 to TRD
is service:  **Agreement Name**  **Contracting Parties**  **Effective and Enc.**  **Emorandum of**  Walker County and Georgia Department of Driver*  7/25/06 to TRD
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What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolo
cts of the General Assembly, rate or fee changes, etc.), and when will they take effect?
o <mark>ne</mark>
Person completing form: Dakiya Porter - Communication Specialist

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## MEMORANDUM OF AGREEMENT BETWEEN

### THE WALKER COUNTY COMMISSION

### AND

### THE GEORGIA DEPARTMENT OF DRIVER SERVICES

The Walker County Commission whose address is P. O. Box 445, in LaFayette, Georgia 30728-2135 ("Lessor") agree to provide the Georgia Department of Driver Services, whose address is Public Safety, whose address is P. O. Box 80447, Conyers, Georgia 30013-8047 ("Lessee"), 1,505 square feet of office space for use as the License Issuance Customer Service Center #41 located at 1560 Pin Oak Road, Rock Springs, Georgia 30739-2328 ("premises").

In consideration for providing this space, the Lessee agrees to pay the Lessor the sum of One Dollar (\$1.00) per year. Lessee agrees to be responsible for all telecom, utility and janitorial expenses for said premises. The Lessor agrees to be responsible for all other expenses for said premises.

Both parties agree that this Agreement will terminate, and the premises will revert to the Lessor, in the event the premises are abandoned as an operational Customer Service Center. This Agreement will be **automatically renewed** at the end of each term (June 30<sup>th</sup> of each year) unless otherwise cancelled by either party with a thirty (30) day prior written notice.

The undersigned do hereby mutually agree to the above terms this	25 <sup>th</sup>	day
of <u>July</u> , 2006.		•
Olice blussi Behr Gerskell	<u>,                                     </u>	
Notary Public Walker County Commission		
My Commission Expires: 2/4/08		
Cheria. Malay Lych		
Notary, Public Department of Driver Services		
Notary, Public Department of Driver Services  My Commussion Expires 4/27/07		
Minission Etail		
APPROVED AS TO CONTENT:		
27		
STATE PROPERTIES COMMISSION		
LEASING DIVISION		
ARY PULLINIA		
By: By:		
<i>J</i> ••••	,	

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#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY		Service: Downtown Development						
_								
1	. Check <u>one</u> box that best describes the agreed upon delivery arrangement for this service:							
	a.) $\square$ Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):						
	b.) $\square$ Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is anization providing the service.):						
	c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is che service: Chickamauga, LaFayette, Rossville	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the						
	d.) $\square$ One or more cities will provide this service or service in unincorporated areas. (If this box is checkervice.):	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the						
	e.) $\square$ Other (If this box is checked, <u>attach a legiblish</u> identify the government, authority, or other organization)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):						
2	. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service						
	$\square$ <b>Yes</b> (if "Yes," you must attach additional documents	entation as described, below)						
	<b>☑</b> No							
3	these conditions will continue under this strategy, <u>a</u> verlapping but higher levels of service (See O.C.G.Averlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).						
f	these conditions will be eliminated under the strated	gy, attach an implementation schedule listing each step or action that						

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

	S								

<ol><li>List each government or a</li></ol>	uthority that will help to pay for	or this service and in	dicate how the ser	vice will be funded (e.a.
enterprise funds, user fees	, general funds, special servi	ce district revenues,	hotel/motel taxes.	franchise taxes, impact
fees, bonded indebtedness	s, etc.).	The special and the same of the second second		,,

Local Government or Authority	Funding Method		
Chickamauga	General Fund		
LaFayette	General Fund		
Rossville	General Fund		

How will the strategy change the previous arrangements for providing and/or funding this service within the county?	arrangements for providing and/or funding this service within the county?	ow will the strategy change the previous arrangements for providing and/or funding this service within the cour
This service was not identified in previous service delivery strategy reporting.	service delivery strategy reporting.	s service was not identified in previous service delivery strategy reporting.

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
None		

6.	. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances,	resolutions	local
	acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?	recolutiono,	10001

None
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- 7. Person completing form: Dakiya Porter Communication Specialist
  Phone number: 706-638-1437 Date completed: 9/13/2022
- 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: Shannon Whitfield, Chairman 706-638-1437







#### Instructions:

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

should be reported to the Department of Community Analis.				
COUNTY: WALKER COUNTY	Service: Economic Development			
1. Check one box that best describes the agreed upo	on delivery arrangement for this service:			
a.) $\square$ Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):			
b.) $\square$ Service will be provided only in the unincorport checked, identify the government, authority or organization.	porated portion of the county by a single service provider. (If this box is anization providing the service.):			
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the			
service in unincorporated areas. (If this box is check service.): This service is provided county-wide to	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the by Walker County's Economic Development Director, the Walker est Georgia Joint Development Authority. The city of LaFayette			
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):			
2. In developing this strategy, were overlapping service identified?	ice areas, unnecessary competition and/or duplication of this service			
✓ Yes (if "Yes," you must attach additional docun	nentation as described, below)			
□ No				
	Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).			

Page 1 of 2

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
Walker County	General Fund
LaFayette	General Fund

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

It will expand on the strategy. While the Walker County Development Authority and Northwest Georgia Joint Development Authority focus on manufacturing and industry, LaFayette will be able to target entrepreneurship, neighborhood revitalization and community development.

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
<b>NW GA Joint Development</b>	Walker, Dade, Chattooga, & Catoosa Counties	12/11/1997 to TBD

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

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- 7. Person completing form: **Dakiya Porter Communication Specialist**Phone number: **706-638-1437**Date completed: 9/13/2022
- 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: **Shannon Whitfield, Chairman 706-638-1437** 



### Economic Development Question 2 attachment:

The Economic Development service provided by the city of LaFayette within its municipal boundaries is completely different from the Economic Development service provided throughout the geographic area of the county by the county, Walker County Development Authority and/or Northwest Georgia Joint Development Authority.

The city of LaFayette's economic development focus targets entrepreneurship, neighborhood revitalization and community development. County-wide economic development is focused on large scale manufacturing and industry. This is a case of a municipality providing a higher level of service than the base level provided by the county.







#### Instructions:

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

COUNTY: WALKER COUNTY	Service:Elections
1. Check one box that best describes the agreed upo	on delivery arrangement for this service:
a.) $\square$ Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	sluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) ☐ Service will be provided only in the unincorper checked, identify the government, authority or organized	orated portion of the county by a single service provider. (If this box is anization providing the service.):
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the ette and Rossville
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
<b>☑</b> No	
	attach an explanation for continuing the arrangement (i.e.,  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, <u>attach an implementation schedule</u> 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
Walker County	General Fund
Chickamauga	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

<ol><li>How will the strategy</li></ol>	change the	previous arrange	gements for	providina	and/or funding	a this servi	ce within th	ne county?

This service was not identified in previous service delivery strategy reporting.

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	City of Chickamauga	Feb 1, 2021 to TBD
Intergovernmental Agreement	City of LaFayette	Sept. 1, 2017 to TBD
Intergovernmental Agreement	City of Rossville	Sept. 1, 2019 to TBD

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

**None** 

- 7. Person completing form: **Dakiya Porter Communication Specialist**Phone number: **706-638-1437**Date completed: 9/13/2022
- 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: **Shannon Whitfield, Chairman 706-638-1437** 

### INTERGOVERNMENTAL AGREEMENT FOR THE CONDUCT OF ELECTIONS BETWEEN

# THE WALKER COUNTY BOARD OF ELECTIONS AND REGISTRATION, WALKER COUNTY, GEORGIA And

### THE CITY OF CHICKAMAUGA

THIS AGREEMENT which shall hereinafter be referred to as ("Agreement"), is made by and between Walker County Board of Elections and Registration (sometimes hereinafter referred to as "Board"), Walker County, Georgia ("County"), and the City of Chickamauga, Georgia ("City"), and is effective as of the date specified herein.

WHEREAS, the City has, in accordance with the Georgia Election Code, which is set forth, in part, in O.C.G.A. §21-2-45(c), authorized the County to conduct the City's General Municipal Election, hereinafter referred to as "City Election"; and

WHEREAS, the City has requested the County to perform all duties as superintendent of elections as specified under Chapter 2, Title 21 of the Official Code of Georgia Annotated, with the exception of the qualifying of candidates.

**NOW THEREFORE**, in consideration of the mutual undertakings and covenants contained herein, and for other and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

#### 1. Intent/Scope

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

#### 2. Payment for Services

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Walker County Governing Authority paying them. Payments shall be made to the County at the address set forth under Notices, below. Said costs shall include, but not necessarily limited to, all costs as listed on the projected budget, which is attached hereto as Exhibit "A" and made a part hereof by reference. These projections are for one election, without the inclusion of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. Within sixty (60) days after the date of said election, the County agrees to submit to the City a complete statement showing all costs and expenses incurred in the City election. Within thirty

(30) days of receipt of the statement of all costs and expenses, the City will provide reimbursement to the County.

#### 3. Duties Retained by the City

The City will retain responsibility for the following duties:

- a. Qualifying-Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the entire qualifying process for all partisan, non-partisan, as well as write-in candidates as in described in Article 4 of Title 21 of the Official Code of Georgia.
- b. Appointment of the Vote Review Panel-The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. §21-2-386(a)(6) and O.C.G.A. §21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Boards Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.

#### 4. Advertising

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as its own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

#### 5. Duties of the County

The Board will assume all tasks relating to the preparation for the Election including but not limited to: elections planning, testing equipment, ordering ballots, hiring of personnel, training poll workers, ordering and packing supplies, absentee voting (mail out and in office), Election Day coverage, auditing of election results, certification and consolidation of returns, etc.

#### 6. Supplies

The Board's staff will procure all necessary supplies for the operation of the City's elections. The City will be responsible for the actual cost of ballots and postage, as well as a \$50 fee for miscellaneous supplies which will be used during the election cycle.

#### 7. Staffing and Payroll by Location and Task

a. Payroll for the Board and its Permanent Employees During the time that the Board and its permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Walker County Payroll Department. Due to the inherent difficulties of separating the time spent on different Election tasks, the City will be expected to reimburse the County for the Board's as well as its permanent employee's time and expertise in the form of a set fee (County Fee).

#### b. Board's Office

i. Election Preparation

- 1. Staff Only permanent employees of the Board will be assigned to this process. No temporary Staff will be hired to assist with this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### ii. Absentee by Mail

- 1. Staff Only permanent employees of the Board will be assigned to this process. No temporary Staff will be hired to assist with this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### iii. Election Day

- 1. Staff The Board's permanent employees will be assigned to this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### iv. Election Night

- 1. Staff The Board and/or permanent employees and one temporary employee will be assigned to this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### v. Computation, Canvassing, and Certification

- Staff Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
- 2. Payroll-The City will reimburse the Board for time spent on the process thought the County Fee.

#### c. City Hall

#### i. Absentee in Person

- 1. Staff One Poll Manager earning \$90 per day and two Assistant Managers earning \$70 per day for 15 days.
- 2. Payroll The City will reimburse the Board for time spent on this process through the Absentee in Person Personnel fee.

#### ii. Election Day – Election Night

- 1. Staff a staff of one Poll Manager earning \$175, two Assistant Managers earning \$150, and one clerk earning \$125.
- 2. Payroll The City will reimburse the Board for this process though the Election Day personnel fee.

#### 8. Notices

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the County Commissioner of Walker County at PO Box 445, LaFayette, GA 30728. Official notices and correspondence to the Board

shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the Elections Supervisor at PO Box 1105, LaFayette, GA 30728. Official notices and correspondence to the City of Chickamauga shall be delivered in person or transmitted via U.S. Mail, postage prepaid, addressed to the City Clerk of Chickamauga, at 103 Crittenden Avenue, Chickamauga, GA 30707 or PO Box 69, Chickamauga, GA 30707.

#### 9. Effective Date; Term

This Agreement shall be effective February 1, 2021 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the Agreement at any time, with thirty (30) days written notice.

#### 10. Entire Agreement

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of the Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in the Agreement.

IN WITNESS WHEREOF the Board, County and City have caused this Agreement to be duly executed by the proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

WALKER COUNTY, GEORGIA

O.C.G.A. §21-2-45(c) provides for an agreement between County and City.

Shannon K. Whitfield, Commission Chair

Rebecca Wooden, County Clerk

Date: 1-29-2021

WALKER COUNTY BOARD OF ELECTIONS AND REGISTRATION

Jim Buckner, Chairman

Attest:

Danielle L. Montgomery, Director

CITY OF CHICKAMAUGA, GEORGIA

Ray Crowder, Mayor

Attest:

Attest:

Candi Dalton, City Clerk.

# EXHIBIT A CITY OF CHICKAMAUGA PROPOSED ELECTION BUDGET

Personnel	Amount
Absentee in Person	\$3,450
Election Day	\$600
Training	\$60
Supplies	Amount
Ballots	\$125*
Postage	\$50*
Miscellaneous Supplies	\$50
County Fee	\$550
	TOTAL: \$4885

\*estimated cost
This proposal does not include cost for a Runoff Election

Prepared by: Danielle L. Montgomery, Supervisor of Elections Walker County Board of Elections and Registration

# INTERGOVERNMENTAL AGREEMENT FOR THE CONDUCT OF ELECTIONS BETWEEN THE WALKER COUNTY BOARD OF ELECTIONS AND REGISTRATION, WALKER COUNTY, GEORGIA And THE CITY OF LA FAYETTE

THIS AGREEMENT which shall hereinafter be referred to as ("Agreement"), is made by and between Walker County Board of Elections and Registration (sometimes hereinafter referred to as "Board"), Walker County, Georgia ("County"), and the City of La Fayette, Georgia ("City"), and is effective as of the date specified herein.

WHEREAS, the City has, in accordance with the Georgia Election Code, which is set forth, in part, in O.C.G.A. §21-2-45(c), authorized the County to conduct the City's General Municipal Election, hereinafter referred to as "City Election"; and

WHEREAS, the City has requested the County to perform all duties as superintendent of elections as specified under Chapter 2, Title 21 of the Official Code of Georgia Annotated, with the exception of the qualifying of candidates.

**NOW THEREFORE,** in consideration of the mutual undertakings and covenants contained herein, and for other and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

#### Intent/Scope

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the end of the qualifying period and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

#### 2. Payment for Services

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Walker County Governing Authority paying them. Payments shall be made to the County at the address set forth under Notices, below. Said costs shall include, but not necessarily limited to, all costs as listed on the projected budget, which is attached hereto as Exhibit "A" and made a part hereof by reference. These projections are for one election, without the inclusion of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. Within sixty (60) days after the date of said election, the County agrees to submit to the City a complete statement showing all costs and expenses incurred in the City election. Within thirty

(30) days of receipt of the statement of all costs and expenses, the City will provide reimbursement to the County.

#### 3. Duties Retained by the City

The City will retain responsibility for the following duties:

- a. Qualifying-Although the Board's staff will be on hand to assist in the Qualifying process by confirming that the potential candidates meet all qualifications relating to Voter Registration, the City will be responsible for the entire qualifying process for all partisan, non-partisan, as well as write-in candidates as in described in Article 4 of Title 21 of the Official Code of Georgia.
- b. Appointment of the Vote Review Panel-The City will be expected to appoint and coordinate a Vote Review Panel as is described in O.C.G.A. §21-2-386(a)(6) and O.C.G.A. §21-2-483(g)(2)(B). This Vote Review Panel will be required to appear in person at the Boards Tabulation Center on Election Night at a time to be determined by the Elections Supervisor and will be expected to remain at the Tabulation Center until released by the Elections Supervisor, or his or her designee.

#### 4. Advertising

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as its own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

#### 5. Duties of the County

The Board will assume all tasks relating to the preparation for the Election including but not limited to: elections planning, testing equipment, ordering ballots, hiring of personnel, training poll workers, ordering and packing supplies, absentee voting (mail out and in office), Election Day coverage, auditing of election results, certification and consolidation of returns, etc.

#### 6. Supplies

The Board's staff will procure all necessary supplies for the operation of the City's elections. The City will be responsible for the actual cost of ballots and postage, as well as a \$50 fee for miscellaneous supplies which will be used during the election cycle.

#### 7. Staffing and Payroll by Location and Task

a. Payroll for the Board and its Permanent Employees During the time that the Board and its permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Walker County Payroll Department. Due to the inherent difficulties of separating the time spent on different Election tasks, the City will be expected to reimburse the County for the Board's as well as its permanent employee's time and expertise in the form of a set fee (County Fee).

#### b. Board's Office

i. Election Preparation

- 1. Staff Only permanent employees of the Board will be assigned to this process. No temporary Staff will be hired to assist with this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### ii. Absentee by Mail

- 1. Staff Only permanent employees of the Board will be assigned to this process. No temporary Staff will be hired to assist with this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### iii. Absentee in Person

- 1. Staff The Board's permanent employees and one temporary employee will issue and receive absentee ballots in person at this location.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### iv. Election Day

- 1. Staff The Board's permanent employees will be assigned to this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### v. Election Night

- 1. Staff The Board and/or permanent employees and one temporary employee will be assigned to this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### vi. Computation, Canvassing, and Certification

1. Staff – Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.

#### c. City Hall

- i. Election Day Election Night
  - 1. Staff a staff of one Poll Manager earning \$150, two Assistant Managers earning \$125, and one clerk earning \$8.50 per hour.
  - 2. Payroll The City will reimburse the Board for this process though the Election Day personnel fee.

#### 8. Notices

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the County Commissioner of Walker County at PO Box 445, LaFayette, GA 30728. Official notices and correspondence to the Board shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the Elections Supervisor at PO Box 1105, LaFayette, GA 30728. Official notices and correspondence to the City of LaFayette shall be delivered in person or transmitted via U.S. Mail, postage prepaid, addressed to the City Clerk of LaFayette, at 207 S. Duke Street, LaFayette, GA 30728.

#### 9. Effective Date; Term

This Agreement shall be effective September 1, 2017 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the Agreement at any time, with thirty (30) days written notice.

#### 10. Entire Agreement

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of the Agreement shall be invalid unless made by an amendment in writing, duly executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in the Agreement.

IN WITNESS WHEREOF the Board, County and City have caused this Agreement to be duly executed by the proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

WALKER COUNTY, GEORGIA

O.C.G.A. §21-2-45(c) provides for an agreement between County and City.

Rebecca Wooden, County Clerk

WALKER COUNTY BOARD OF **ELECTIONS AND REGISTRATION** 

Jim Buckner, Chairman

Danielle L. Montgomery, Supervisor

CITY OF LAFAYETTE, GEORGIA

- MAYOR

Andy Arnald, Mayor

Attest: Brenda Anydes Brenda Snyder, City Clerk

Date: <u>August 28, 2017</u>

#### INTERGOVERNMENTAL AGREEMENT FOR THE CONDUCT OF ELECTIONS BETWEEN

# THE WALKER COUNTY BOARD OF ELECTIONS AND REGISTRATION, WALKER COUNTY, GEORGIA And THE CITY OF ROSSVILLE

THIS AGREEMENT which shall hereinafter be referred to as ("Agreement"), is made by and between Walker County Board of Elections and Registration (sometimes hereinafter referred to as "Board"), Walker County, Georgia ("County"), and the City of Rossville, Georgia ("City"), and is effective as of the date specified herein.

WHEREAS, the City has, in accordance with the Georgia Election Code, which is set forth, in part, in O.C.G.A. §21-2-45(c), authorized the County to conduct the City's General Municipal Election, hereinafter referred to as "City Election"; and

WHEREAS, the City has requested the County to perform all duties as superintendent of elections as specified under Chapter 2, Title 21 of the Official Code of Georgia Annotated.

**NOW THEREFORE**, in consideration of the mutual undertakings and covenants contained herein, and for other and further good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

#### 1. Intent/Scope

Due to the level of knowledge and expertise required to successfully conduct modern elections, the City has asked to enter into an intergovernmental agreement with the Board to enable the Board to assume the majority of the City's statutory election responsibilities. It is the intention of the Board to assume all tasks associated with conducting the City's elections starting at the advance voting and ending with the submission of the results and records to the appropriate entities after the results are canvassed and certified, except as set forth below.

#### 2. Payment for Services

The City will be expected to reimburse the County for the costs that the County incurs while performing the City's statutory obligations, or directly pay such costs to the appropriate entity in place of the Walker County Governing Authority paying them. Payments shall be made to the County at the address set forth under Notices, below. Said costs shall include, but not necessarily limited to, all costs as listed on the projected budget, which is attached hereto as Exhibit "A" and made a part hereof by reference. These projections are for one election, without the inclusion of costs which may be potentially incurred by the City in the case of a Runoff Election, Special Election, Primary (were one to be held) or in the event of judicial action. Within sixty (60) days after the date of said election, the County agrees to submit to the City a complete statement showing all costs and expenses incurred in the City election. Within thirty (30) days of receipt of the statement of all costs and expenses, the City will provide reimbursement to the County.

#### 3. Advertising

The Board will advertise all of the statutory responsibilities that they are assigned by the City in accordance with the appropriate laws, rules, and judicial rulings as well as its own policies. The actual cost incurred by the Board for any advertising that is deemed necessary by the Board will be included in the final invoice to the City.

#### 4. Duties of the County

The Board will assume all tasks relating to the preparation for the Election including but not limited to: elections planning, testing equipment, ordering ballots, hiring of personnel, training poll workers, ordering and packing supplies, absentee voting (mail out and in office), Election Day coverage, auditing of election results, certification and consolidation of returns, etc.

#### 5. Supplies

The Board's staff will procure all necessary supplies for the operation of the City's elections. The City will be responsible for the actual cost of ballots and postage, as well as a \$50 fee for miscellaneous supplies which will be used during the election cycle.

#### 6. Staffing and Payroll by Location and Task

a. Payroll for the Board and its Permanent Employees During the time that the Board and its permanent employees are preparing for and conducting an Election on behalf of the City, they will be paid through the customary payroll process through the Walker County Payroll Department. Due to the inherent difficulties of separating the time spent on different Election tasks, the City will be expected to reimburse the County for the Board's as well as its permanent employee's time and expertise in the form of a set fee (County Fee).

#### b. Board's Office

- i. Election Preparation
  - 1. Staff Only permanent employees of the Board will be assigned to this process. No temporary Staff will be hired to assist with this process.
  - 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### ii. Absentee by Mail

- 1. Staff Only permanent employees of the Board will be assigned to this process. No temporary Staff will be hired to assist with this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.
- iii. Election Day-Walker County Elections Office
  - 1. Staff The Board's permanent employees/poll workers will be assigned to this process.
  - 2. Payroll The City will reimburse the Board for time spent on this process through the Election Day.
- iv. Election Night

- 1. Staff The Board and/or permanent employees and one temporary employee will be assigned to this process.
- 2. Payroll The City will reimburse the Board for time spent on this process through the County Fee.

#### v. Computation, Canvassing, and Certification

- 1. Staff Only permanent employees of the Board will be assigned to this process. No temporary staff will be hired to assist with this process.
- 2. Payroll-The City will reimburse the Board for time spent on the process thought the County Fee.

#### vi. Absentee in Person

- 1. Staff One Poll Manager earning, at least, \$90 per day and two Assistant Managers earning, at least, \$70 each per day for 15 days.
- 2. Payroll The City will reimburse the Board for time spent on this process through the Absentee in Person Personnel fee.

#### c. City Hall

- ii. Election Day Election Night
  - Staff a staff of one Poll Manager earning, at least \$175, two Assistant Managers earning, at least, \$150 each, and one clerk earning, at least, \$125
  - 2. Payroll The City will reimburse the Board for this process though the Election Day personnel fee.

#### 7. Notices

Official notices, payments and correspondence to the County shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the County Commissioner of Walker County at PO Box 445, LaFayette, GA 30728. Official notices and correspondence to the Board shall be delivered in person or transmitted via U.S. Mail, postage prepaid addressed to the Elections Supervisor at PO Box 1105, LaFayette, GA 30728. Official notices and correspondence to the City of Rossville shall be delivered in person or transmitted via U.S. Mail, postage prepaid, addressed to the City Clerk of Rossville, at 400 McFarland Avenue, Rossville, GA 30741.

#### 8. Effective Date; Term

This Agreement shall be effective September 1, 2019 or upon the date of the last signature by either party, whichever is later. This Agreement shall expire annually on December 31 of each year and be automatically renewed, for a maximum of ten (10) years. Either party may terminate the Agreement at any time, with thirty (30) days written notice.

#### 9. Entire Agreement

This Agreement contains all the terms and conditions and represents the entire Agreement between the parties and supersedes any pre-existing Agreement related to the Facility. Any alteration of the Agreement shall be invalid unless made by an amendment in writing, duly

executed by the parties. There are no understandings, representations, or agreements, written or oral other than those contained in the Agreement.

IN WITNESS WHEREOF the Board, County and City have caused this Agreement to be duly executed by the proper officers and attested with their corporate seals affixed hereto as set forth in duplicate originals.

#### WALKER COUNTY, GEORGIA

O.C.G.A. §21-2-45(c) provides for an agreement

between County and City.
By: Mann K Whitfield, Sofe Commissioner
Attest: Wooden
Rebecca Wooden, County Clerk  Date: 09 13 2019
WALKER COUNTY BOARD OF ELECTIONS AND REGISTRATION  The Buckner
Jim Buckner, Chairman
Attest:  Danielle L. Montgomery, Director  Danielle L. Montgomery, Director
CITY OF ROSSVILLE, GEORGIA  Teddy Harris, Mayor
Attest: Date: 8-12-19 Sherry-Eoster, City Clerk

# EXHIBIT A CITY OF ROSSVILLE PROPOSED ELECTION BUDGET

Personnel	Amount						
Absentee in Person	\$3450						
Election Day	\$600						
Training	\$60						
Supplies	Amount						
Ballots	\$125*						
Postage	\$50*						
Miscellaneous Supplies	\$50						
County Fee	\$550						
	TOTAL: \$4885						

\*estimated cost
This proposal does not include cost for a Runoff Election







# Service Delivery Strategy FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Emergency and Non-Emergency Dispatching						
1. Check <u>one</u> box that best describes the agreed up	oon delivery arrangement for this service:						
a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Walker County							
b.) $\square$ Service will be provided only in the uninconchecked, identify the government, authority or organization.	rporated portion of the county by a single service provider. (If this box is ganization providing the service.):						
c.)   One or more cities will provide this service provided in unincorporated areas. (If this box is cl service:	only within their incorporated boundaries, and the service will not be hecked, identify the government(s), authority or organization providing the						
d.) $\square$ One or more cities will provide this service service in unincorporated areas. (If this box is che service.):	only within their incorporated boundaries, and the county will provide the ecked, identify the government(s), authority or organization providing the						
e.) $\square$ Other (If this box is checked, <u>attach a legi</u> identify the government, authority, or other organi	ble map delineating the service area of each service provider, and zation that will provide service within each service area.):						
<ol><li>In developing this strategy, were overlapping sen identified?</li></ol>	vice areas, unnecessary competition and/or duplication of this service						
☐ <b>Yes</b> (if "Yes," you must attach additional docur	mentation as described, below)						
☑ No							
If these conditions will continue under this strategy, overlapping but higher levels of service (See O.C.G overlapping service areas or competition cannot be	attach an explanation for continuing the arrangement (i.e., i.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).						

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

Page 1 of 2

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that

				2				

<ol> <li>List each government or authorit enterprise funds, user fees, gene fees, bonded indebtedness, etc.)</li> </ol>	ral fu	will help to pay for this service and indicate how the nds, special service district revenues, hotel/motel ta	e service will be funded (e.g., xes, franchise taxes, impact						
Local Government or Authori	ty	Funding Method							
Walker County		General Fund; Franchise Taxes							
4. How will the strategy change the	previ	ious arrangements for providing and/or funding this	service within the county?						
This service was not identified in p	orevio	us service delivery strategy reporting.							
List any formal service delivery a this service:	greer	ments or intergovernmental contracts that will be use	ed to implement the strategy for						
Agreement Name		Contracting Parties	Effective and Ending Dates						
None									
What other mechanisms (if any) acts of the General Assembly, rate	will be e or fo	e used to implement the strategy for this service (e.gee changes, etc.), and when will they take effect?	,, ordinances, resolutions, local						
None									
7. Person completing form: <b>Dakiya</b> Phone number: <b>706-638-1437</b>	Dat	e completed: 9/13/2022							
<ol><li>Is this the person who should be projects are consistent with the se</li></ol>	conta ervice	acted by state agencies when evaluating whether prodelivery strategy? $\square$ Yes $\!$	oposed local government						
If not, provide designated contact Shannon Whitfield, Chairman 7	perso 06-63	on(s) and phone number(s) below: 8-1437							







# Service Delivery Strategy FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Emergency Management								
Check <u>one</u> box that best describes the agreed upon	on delivery arrangement for this service:								
a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Walker County									
b.) ☐ Service will be provided only in the unincorp checked, identify the government, authority or organized	porated portion of the county by a single service provider. (If this box is anization providing the service.):								
c.)   One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the								
<ul> <li>d.) □ One or more cities will provide this service or service in unincorporated areas. (If this box is check service.):</li> </ul>	nly within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the								
e.) □ Other (If this box is checked, <u>attach a legib</u> identify the government, authority, or other organiz	le map delineating the service area of each service provider, and ation that will provide service within each service area.):								
2. In developing this strategy, were overlapping servi identified?	ce areas, unnecessary competition and/or duplication of this service								
☐ <b>Yes</b> (if "Yes," you must attach additional docum	entation as described, below)								
✓ No									
If these conditions will continue under this strategy, a overlapping but higher levels of service (See O.C.G., overlapping service areas or competition cannot be expected to the control of the service areas or competition.	Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).								

overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action that

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

Page 1 of 2

### SDS FORM 2, continued

	will help to pay for this service and indicate nds, special service district revenues, hotel/r								
Local Government or Authority	Funding Method								
Walker County	General Fund; Public Safety Fee; SPLOST								
- Tamer County									
4. How will the strategy change the previ	ious arrangements for providing and/or fundi	ng this service within the county?							
this service:	ments or intergovernmental contracts that wi								
Agreement Name	Contracting Parties	Effective and Ending Dates							
None									
	e used to implement the strategy for this service changes, etc.), and when will they take e								

7. Person completing form: **Dakiya Porter - Communication Specialist**Phone number: **706-638-1437**Date completed: 9/13/2022

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: **Shannon Whitfield, Chairman 706-638-1437** 







### **SERVICE DELIVERY STRATEGY** FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

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

COUNTY: WALKER COUNTY	Service: Emergency Shelters
1 Check one have that heat describes the same days	
1. Check one box that best describes the agreed upo	n delivery arrangement for this service:
<ul> <li>a.)      Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut</li> </ul>	luding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):
b.) ☐ Service will be provided only in the unincorport checked, identify the government, authority or organization.	orated portion of the county by a single service provider. (If this box is nization providing the service.):
c.)   One or more cities will provide this service or provided in unincorporated areas. (If this box is che service:	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.): Walker County, Chickamauga, LaFayet	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the te, Lookout Mountain and Rossville
e.)   Other (If this box is checked, attach a legible identify the government, authority, or other organization).	e map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
$\square$ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
✓ No	
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strateg	gy, 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.

Page 1 of 2

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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
Walker County	General Fund
Chickamauga	General Fund
<u>LaFayette</u>	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?	
This service was not identified in previous service delivery strategy reporting.	

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
None		

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

|--|

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

Date completed: 9/13/2022

If not, provide designated contact person(s) and phone number(s) below: **Shannon Whitfield, Chairman 706-638-1437** 

7. Person completing form: Dakiya Porter - Communication Specialist

Phone number: **706-638-1437** 







# Service Delivery Strategy FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Extension Services
1	. Check one box that best describes the agreed upo	on delivery arrangement for this service:
	a.) Service will be provided countywide (i.e., in (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): <mark>Walker County</mark>
	b.) $\square$ Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is anization providing the service.):
	c.) $\square$ One or more cities will provide this service o provided in unincorporated areas. (If this box is che service:	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	d.) ☐ One or more cities will provide this service or service in unincorporated areas. (If this box is checkervice.):	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
	e.) $\Box$ Other (If this box is checked, <u>attach a legiblish</u> identify the government, authority, or other organization)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2	. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
	$\square$ Yes (if "Yes," you must attach additional documents	entation as described, below)
	<b>☑</b> No	
0	these conditions will continue under this strategy, <u>a</u> verlapping but higher levels of service (See O.C.G.Averlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).

Page 1 of 2

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

<ol><li>List each government or authority that will help to pay for th enterprise funds, user fees, general funds, special service d fees, bonded indebtedness, etc.).</li></ol>	, σ.

Local Government or Authori	Funding Method						
Walker County	General Fund						
4. How will the strategy change the	previous arrangements for providing and/or funding	g this service within the county?					
None							
	greements or intergovernmental contracts that will	be used to implement the strategy for					
this service:							
A 4 M	O A Ali D Ali	Effective and Francisco Dates					
Agreement Name	Contracting Parties	Effective and Ending Dates					
Memorandum of Understanding	Walker County, Board of Regents of UGA	12/12/2019 to TBD					
6 What other mechanisms (if any)	will be used to implement the strategy for this service	ce (e.g. ordinances resolutions local					
	e or fee changes, etc.), and when will they take effe						
<b>,</b> ,							
None							
110.10							
L							
7. Person completing form: Dakiva	Porter - Communication Specialist						
Phone number: <b>706-638-1437</b>	Date completed: 9/13/2022						
	contacted by state agencies when evaluating whet	her 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:							
Shannon Whitfield, Chairman 7							
	06-638-1437						

#### MEMORANDUM OF UNDERSTANDING

#### Between

### THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

# by and on behalf of THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION and Walker COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and <u>Walker</u> County, a political subdivision of the State of Georgia, by and through its Board of <u>Sole Commissioner</u>, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in <u>Walker</u> County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of <u>Walker</u> is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

#### I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

#### A. UGA EXTENSION agrees to the following:

- 1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and communications and transactions between the County and the County Extension staff.
- 2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
- 3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
- 4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
- 5. UGA Extension shall report to the County Board of <u>Walker</u> at regular intervals on the nature of the County Extension program and progress being made.

#### B. The COUNTY agrees to the following:

- 1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
  - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
- c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
- 2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the <u>Walker</u> County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
- 3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Sole Commissioner for all county departments.

#### II. <u>COMPENSATION</u>

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

#### A. COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A" and Exhibit "A" thereto.

### B. COOPERATIVE CONTRACT PAY

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the

County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B" and Exhibit "A" thereto. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

C. COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

#### III. AGREEMENT

- 1. This MOU shall take effect when it is executed by both <u>Walker</u> County and UGA Extension.
- 2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
- 3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
- 4. This MOU may be modified by written agreement of the parties hereto.
- 5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, age, disability, or veteran status.
- 6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is: 102 Napier Street
LaFayette GA 30730

The address of County is:

#### 101S Duke St, POB 445 LaFayette GA 30728

or such other address as shall be furnished by such notice to the other party.

Chairman, Board of Sole Commissioner, Walker County	Date: 12/12/2019
County Extension Coordinator, Walker County	Date:
Vice President for Public Service and Outreach University of Georgia	Date:

#### Addendum A

#### COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement, substantially in the form shown on Exhibit "A", attached hereto and incorporated herein by reference. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

- 1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
- 2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance; and
  - b. Provide legally required worker's compensation insurance
- 3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
- 4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
- 5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

- 6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
- 7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
- 8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.







## SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

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

COUNTY: WALKER COUNTY	Service: GIS Mapping					
1. Check one box that best describes the agreed upo	on delivery arrangement for this service:					
a.) $\square$ Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):					
b.) ☐ Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is inization providing the service.):					
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the					
service in unincorporated areas. (If this box is chec	only within their incorporated boundaries, and the county will provide the eked, identify the government(s), authority or organization providing the county-wide. Fort Oglethorpe and LaFayette also provide this					
	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Type Name of					
In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service					
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)					
✓No						
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (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.

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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
Walker County	General Fund, User Fees
Fort Oglethorpe	General Fund, User Fees
LaFayette	General Fund, User Fees

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

The 2012 SDS listed this service as "Mapping" in Form 1, Box IV, however the service was listed as "GIS Mapping" on Form 2. This is the same service that is being updated with a name change for consistency.

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
None		

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

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- 7. Person completing form: **Joe Legge Public Relations Director**Phone number: **706-638-1437**Date completed: 10/28/22
- 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: **Shannon Whitfield, Chairman 706-638-1437** 







# **SERVICE DELIVERY STRATEGY** FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

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

should be reported to the Department of Community Affairs.	
COUNTY: WALKER COUNTY	Service: Indigent
1. Check one box that best describes the agreed upo	n delivery arrangement for this service:
<ul><li>a.) □ Service will be provided countywide (i.e., incl (If this box is checked, identify the government, aut)</li></ul>	luding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.)
b.) ☐ Service will be provided only in the unincorport checked, identify the government, authority or organ	prated portion of the county by a single service provider. (If this box is nization providing the service.):
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	lly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.) Other (If this box is checked, attach a legible identify the government, authority, or other organization provides this service countywide, excluding Mu	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Walker County inicipal Courts.
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
✓ No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).

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.

Page 1 of 2

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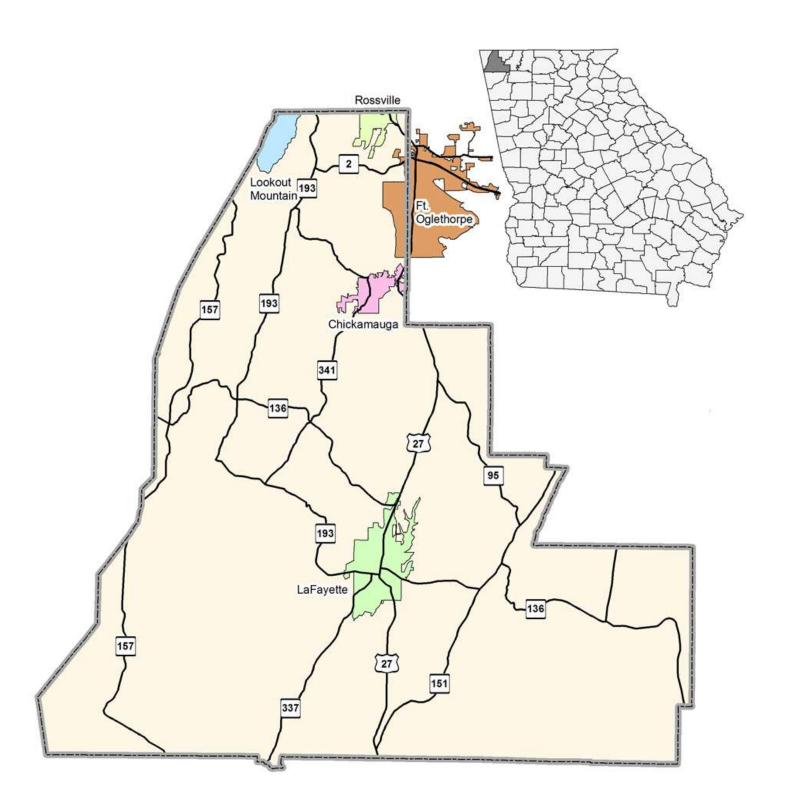
3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).									
Local Government or Author	ritv	Funding Method	Funding Method						
Walker County	y	General Fund							
Rossville									
Rossville		General Fund							
4. How will the strategy change the	e previ	ous arrangements for providing and/or funding this	service within the county?						
		us service delivery strategy reporting.							
this service:	agreer	nents or intergovernmental contracts that will be us	,						
Agreement Name		Contracting Parties	Effective and Ending Dates						
Indigent Defense Act of 2002	Ross	rille, Walker County and LMJC Public Defender	1/27/2021 to TBD						
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?									
None									
7. Person completing form: <b>Dakiy</b> s Phone number: <b>706-638-1437</b>		er - Communication Specialist e completed: 9/13/2022							
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government									

Page 2 of 2

projects are consistent with the service delivery strategy? ☐ Yes ☑ No

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

Shannon Whitfield, Chairman 706-638-1437



This is a contract between the Lookout Mountain Judicial Circuit Public Defender's Office (CPD); the City of Rossville, Georgia, (City); and the governing authority of Walker County, Georgia (County) for the CPD to provide representation of indigent criminal defendants in the Municipal Court of the City Rossville, Georgia. The contract is effective as of February 1, 2021.

#### EXPRESSION OF INTENT & PROVISIONS OF LAW

As they enter this agreement, the parties acknowledge and rely upon provisions of Indigent Defense Act of 2003, as amended, including:

- OCGA § 17-12-23(d), which authorizes the City to "contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws" and which subjects any other system established by the City "to all applicable policies ... adopted by the Georgia Public Defender Standards Council for representation of indigent persons in this state." And
- OCGA § 17-12-30(c)(6), which authorizes the County to "supplement the salary or fringe benefits of any state [-] paid position appointed pursuant to [Article II of the Indigent Defense Act of 2003]"; and

#### The parties also rely on

• The City's and County's status as bodies politic, which exist and operate under the laws and Constitution of the State of Georgia, and which have full power to enter into contract and agreements with other political entities.

#### ARTICLE ONE: SERVICES

Section 1.01 – Services. The CPD agrees to provide legal representation to indigent persons who are defendants charged with violations of state law or municipal ordinance in the Municipal Court of the City of Rossville, Georgia, conviction for which could result in a sentence of imprisonment; probation; other loss of liberty; or fees or fines enforceable by confinement, probation, or other loss of liberty.

Section 1.02 – Personnel. The CPD will designate one or more lawyers employed by that office to provide the services described in Section 1.01 of this agreement. Discretion as to the number and identity of lawyers designated under this section lies solely with the CPD.

Section 1.03 – Indigent Persons. As used in this agreement, "indigent person" has the same meaning as in OCGA § 17-12-2(6)(a). The CPD has sole authority to determine whether someone is an indigent person as described in this agreement. Only indigent persons so determined may receive the services discussed in Section 1.01 of this agreement.

### Section 1.04 – Quality of Representation.

- (A) Subject to the availability of resources, the CPD agrees to provide the services provided for in this contract in a professional manner consistent with the CPD and the Council's policies, the laws and Constitution of Georgia, the Constitution of the United States, and the Georgia Rules of Professional Conduct governing lawyers.
- (B) If the number of indigent persons increases to a level that precludes the CPD from providing the quality of representation required by this agreement, the CPD may give the City 30 day's written notice of its intent to suspend accepting new additional cases pursuant to this agreement.
- (C) The provisions of Section 3.07 shall apply during the period of the suspension. The CPD shall give the City ten day's written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of services up to and including the fifth calendar day after the City receives notice from the CPD of its intent to lift the suspension, the City may elect to terminate its obligations under this agreement by giving the CPD written notice thereof; in which event, the parties' obligations under this agreement terminate subject to the provisions of Section 3.07.

Section 1.05 – Conflicts of Interest. The CPD is not responsible for the appointment of attorneys and the costs associated with representation for indigent persons whose cases are declared to present a conflict of interest such that the CPD cannot continue representation. Provision of services to those individuals is the responsibility of the City.

### ARTICLE TWO: COSTS

Section 2.01 – Retainer. For the services described in Section 1.01 of this agreement, the City agrees to pay to the governing authority of the County \$300.00 per month, totaling \$3600.00 per year with payments to be made quarterly in advance. The first payment by the City to the County shall be received by the County no later than February 1, 2021 (for services to be rendered during February, 2021). Thereafter, quarterly payments are to be received in advance no later than March 1, July 1, October 1, and January 1 of each year. The County agrees to receive the retainer and distribute it at the CPD's direction as a salary supplement to CPD employees. The County will have no fiscal or legal responsibility under this agreement other than the receipt and distribution of the retainer in accordance with this agreement.

Section 2.02 – Additional expenses. The City acknowledges that the provision of services described in Section 1.01 may from time to time require expenses not covered by the Retainer described in Section 2.01 (e.g. expert witnesses). The City agrees that such costs are not the responsibility of the CPD, or the County.

### ARTICLE THREE: OTHER PROVISIONS

Section 3.01 - Term. The term of this agreement is one year, beginning on February 1, 2021. Absent 30 days' notice by either the CPD or the City, this agreement will renew automatically each year.

Section 3.02 – Severability. Any section, subsection, paragraph, term, condition, provision, or other part of this contract that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not filly enforceable shall not affect any other part of this contract, and the remainder of this contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

## Section 3.03 - Cooperation, dispute resolution, and jurisdiction.

- (A) The parties acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.
- (B) Each party to this agreement agrees to cooperate with the others to carry out the intent of this agreement.
- (C) This agreement, and the rights and obligations of the parties, are governed by, subject to, and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state and state authorities is the Superior Court of Walker County, Georgia.

Section 3.04 - Notice. Notice to a party to this agreement shall be made in writing and delivered by first-class mail or personal service to the person and address indicated below:

- (A) For the CPD
  Jad Johnson
  Circuit Public Defender
  Lookout Mountain Judicial Circuit
  Post Office Box 1810
  LaFayette, Georgia 30728
- (B) For the City
  Teddy Harris
  Mayor
  City of Rossville, Georgia
  500 McFarland Avenue 30741
  Rossville, Georgia 30741

(C) For Walker County, Georgia
Chairman, Walker County Board of Commissioners
101 S. Duke St.
P.O. Box 445
LaFayette, GA 30728

Section 3.05 – Modification. This agreement constitutes the entire agreement between the parties with respect to its subject matter and may be altered or amended only by a subsequent written agreement of equal dignity. This contract supersedes all prior agreements, negotiations and communications of whatever type, written or oral, between parties with respect to this contract's subject matter.

### Section 3.06 – Termination.

- (A) Due to non-availability of funds. If the source of reimbursement for services under this agreement (appropriations from City) is reduced during the term of this agreement, the CPD may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an amendment to the agreement or its termination. The certification of the occurrence of the reduction in City funds by the person named in Section 3.04 by the City to receive notice is conclusive. The City will promptly notify the CPD in writing of the non-existence or insufficiency of funds and the date of termination. The CPD will then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 3.07. in lieu of termination this agreement, the County may make financial and other adjustments to this agreement by amending it pursuant to Section 3.05.
- (B) For cause. This agreement may be terminated for cause, in whole or in part, at any time by the City of the CPD for failure by any other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation under this contract which is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, the CPD shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the CPD shall not incur any new obligations after the effective date of the termination, except as required under Section 3.07. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.
- (C) For Convenience. This agreement may be cancelled or terminated by the CPD or the City without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days before the effective date of cancellation or termination.

(D) Post-termination obligations. After termination of this agreement under this Section, the CPD and the City agree to comply with the provisions of Section 3.07(B).

### Section 3.07 – Cooperation in Transition of Services.

- (A) During or at the end of the agreement. The CPD agrees that upon suspension, termination or expiration of this contract, in whole or in part, for any reason to cooperate as requested by the City to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the employees described in this agreement where appropriate or required by law, court rule, or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to new counsel chosen by the City of client records. The City shall compensate the Council for all post-suspension, post-termination, or post-expiration services under this subsection. The Council shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the fifth day of each month. The City shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination, or expiration of the contract.
- (B) Responsibility for continuation of services. The City acknowledges that it has responsibility for indigent defense in the courts where services are to be provided under this contract and that the suspension, termination, or expiration of this agreement does not relieve it of that responsibility under the law.

Section 3.08 – Waiver. A party's failure to exercise or delay in exercising any right, power or privilege under this contract shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

Section 3.09 – Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

Section 3.10 – Third Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any entity or person other than the parties.

Section 3.11 – Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement of termination or expiration and will be reclaimed. The parties agree that, upon termination of this agreement for any reason, all unexpended and unobligated funds held by the parties will revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 3.12 – Time. Time is of the essence.

Signatures on following page:

Agreed to: For the CPD Jad Johnson Circuit Public Defender Lookout Mountain Judicial Circuit Date: 1 / 70 /2021

For the County

Shannon Whitfield, Chairman
Walker County Board of Commissioners
Date: 01 / 29 /2021

For the City:

Teddy Harris, Mayor

City of Rossville, Georgia

Date: 1 / 20/2021







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Meals on Wheels
1. Chook and how that hast described the	
1. Check one box that best describes the agreed upo	on delivery arrangement for this service:
<ul> <li>a.) Service will be provided countywide (i.e., including lift this box is checked, identify the government, aut</li> </ul>	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): <mark>Walker County</mark>
b.) $\square$ Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is inization providing the service.):
<ul> <li>c.) □ One or more cities will provide this service o provided in unincorporated areas. (If this box is che service:</li> </ul>	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
<ul> <li>d.) ☐ One or more cities will provide this service or service in unincorporated areas. (If this box is chec service.):</li> </ul>	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.) □ Other (If this box is checked, attach a legible identify the government, authority, or other organization.)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
<b>☑</b> No	
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).

If these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> 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

	at will help to pay for this service and indicate how the unds, special service district revenues, hotel/motel ta	
Local Government or Authority	Funding Method	
Walker County	General Fund; Grants	
walker County	General Fund, Grants	
4. How will the strategy change the pre	vious arrangements for providing and/or funding this	service within the county?
This service was not identified in prev	ious service delivery strategy reporting.	
this service:	ements or intergovernmental contracts that will be us	ed to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
None		
	be used to implement the strategy for this service (e.	g., ordinances, resolutions, local
None		
7. Derece completing form: Deking De		
Phone number: <b>706-638-1437</b> D	rter - Communication Specialist at ate completed: 9/13/2022 at atected by state agencies when evaluating whether pr	on cood lood. We were the







#### Instructions:

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

COUNTY: WALKER COUNTY	Service: Mosquito Control
Check <u>one</u> box that best describes the agreed upon	n delivery arrangement for this convice:
en en en <u>en e</u> per mat poet desembes the agreed apoi	in delivery arrangement for this service.
<ul> <li>a.) ☐ Service will be provided countywide (i.e., incl (If this box is checked, identify the government, auth</li> </ul>	luding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):
b.) $\square$ Service will be provided only in the unincorportecked, identify the government, authority or organ	orated portion of the county by a single service provider. (If this box is nization providing the service.):
<ul> <li>c.) One or more cities will provide this service or provided in unincorporated areas. (If this box is cheservice: Chickamauga and Fort Oglethorpe</li> </ul>	only within their incorporated boundaries, and the service will not be cked, identify the government(s), authority or organization providing the
<ul> <li>d.) ☐ One or more cities will provide this service on service in unincorporated areas. (If this box is check service.):</li> </ul>	aly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.) □ Other (If this box is checked, attach a legible identify the government, authority, or other organiza	e map delineating the service area of each service provider, and tion that will provide service within each service area.):
2. In developing this strategy, were overlapping servic identified?	e areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
☑ No	
If these conditions will continue under this strategy, <u>attored to the strategy</u> , at overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be eliminated to the strategy of the strategy at th	tach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that iminated).
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party a	y, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.

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	It will help to pay for this service and indicate how thunds, special service district revenues, hotel/motel to	
Local Government or Authority	Funding Method	1
Chickamauga	General Fund	
Fort Oglethorpe	General Fund	
4. How will the strategy change the prev	vious arrangements for providing and/or funding this	service within the county?
This service is no longer provided in un	nincorporated Walker County.	
5. List any formal service delivery agree this service:	ments or intergovernmental contracts that will be us	sed to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
None		

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

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- 7. Person completing form: **Dakiya Porter Communication Specialist**Phone number: **706-638-1437**Date completed: 9/13/2022
- 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







## SERVICE DELIVERY STRATEGY FORM 2: Summary of Service Delivery Arrangements

#### Instructions:

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

С	OUNTY: WALKER COUNTY	Service:Municipal Court
1	. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
	a.) $\hfill \square$ Service will be provided countywide (i.e., including this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
	b.) $\ \square$ Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is nization providing the service.):
	c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is che service: Chickamauga, Fort Oglethorpe, LaFayer	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the tte, Lookout Mountain and Rossville
	d.) $\square$ One or more cities will provide this service or service in unincorporated areas. (If this box is checkervice.):	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
	e.)   Other (If this box is checked, <u>attach a legiblish</u> identify the government, authority, or other organization)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2.	In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
	☐ Yes (if "Yes," you must attach additional docum	entation as described, below)
	<b>☑</b> No	
0	these conditions will continue under this strategy, a verlapping but higher levels of service (See O.C.G.A verlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e.,  A. 36-70-24(1)), overriding benefits of the duplication, or reasons that

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.

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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
Chickamauga	General Fund; Fines & Forfeitures; User Fees
Fort Oglethorpe	General Fund; Fines & Forfeitures; User Fees
LaFayette	General Fund; Fines & Forfeitures; User Fees
Lookout Mountain	General Fund; Fines & Forfeitures; User Fees
Rossville	General Fund; Fines & Forfeitures; User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
This service was not individually identified in previous service delivery strategy reporting.

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
None		

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

		None None	
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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

Date completed: 9/13/2022

If not, provide designated contact person(s) and phone number(s) below: **Shannon Whitfield, Chairman 706-638-1437** 

7. Person completing form: Dakiya Porter - Communication Specialist

Phone number: **706-638-1437** 







### Instructions:

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

COUNTY: WALKER COUNTY	Service: Museum				
1. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:				
a.)  □ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):					
b.) ☐ Service will be provided only in the unincorpe checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is anization providing the service.):				
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the				
	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the tte, Rossville, Fort Oglethorpe				
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):				
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service				
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)				
✓ No					
	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, <u>attach an implementation schedule</u> 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			
Walker County	General Fund; SPLOST (The Marsh House & other "historic" structures)		
Chickamauga	General Fund (Gordon Lee Mansion)		
<u>LaFayette</u>	General Fund (Chattooga Academy)		
Rossville	General Fund (Chief John Ross House)		
Fort Oglethorpe	General Fund (6th Cavalry Museum)		

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

This service is being updated to remove Lookout Mountain

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
None		

<ol><li>What other mechanisms</li></ol>	(if any) will be used to imp	lement the strategy	for this service (e.g.	, ordinances,	resolutions,	oca
acts of the General Assen	nbly, rate or fee changes,	etc.), and when will t	they take effect?			

N	n	n	e

- 7. Person completing form: **Dakiya Porter Communication Specialist**Phone number: **706-638-1437**Date completed: 9/13/2022
- 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







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Public Defense
1. Check one box that best describes the agreed upon	on delivery arrangement for this service:
<ul> <li>a.) Service will be provided countywide (i.e., in (If this box is checked, identify the government, au</li> </ul>	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Walker County
<ul> <li>b.) ☐ Service will be provided only in the unincorp checked, identify the government, authority or orga</li> </ul>	porated portion of the county by a single service provider. (If this box is anization providing the service.):
<ul> <li>c.) ☐ One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:</li> </ul>	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) $\square$ One or more cities will provide this service of service in unincorporated areas. (If this box is checkervice.):	nly within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the
e.) □ Other (If this box is checked, attach a legib identify the government, authority, or other organization)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping servi identified?	ce areas, unnecessary competition and/or duplication of this service
$\square$ <b>Yes</b> (if "Yes," you must attach additional docum	entation as described, below)
<b>☑</b> No	
If these conditions will continue under this strategy, <u>a</u> overlapping but higher levels of service (See O.C.G./overlapping service areas or competition cannot be expected to the competition of the competition cannot be expected.	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

Page 1 of 2

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.

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<ol> <li>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.).</li> </ol>								
Local Government or Authority Funding Method								
Walker County	General Fund	etilou						
	Soliolai i alia							
4. How will the strategy change the previ	ous arrangements for providing and/or fundir	ng this service within the county?						
This service was not identified in previo	This service was not identified in previous service delivery strategy reporting.							
uns service.	nents or intergovernmental contracts that will	be used to implement the strategy for						
Agreement Name Contracting Parties Effective and Ending Dates								
None								
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?								
None								
7. Person completing form: Dakiya Porter - Communication Specialist								

7. Person completing form: Dakiya Porter - Communication Specialist
Phone number: 706-638-1437

Date completed: 9/13/2022

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







### Instructions:

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

COUNTY: WALKER COUNTY	Service: Public Meeting Facilities				
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:				
a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):					
	orated portion of the county by a single service provider (If this box is				
c.)   One or more cities will provide this service or	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the				
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.): Walker County, Chickamauga, LaFayett	nly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the te, Lookout Mountain and Rossville				
e.) □ Other (If this box is checked, attach a legible identify the government, authority, or other organization	le map delineating the service area of each service provider, and ation that will provide service within each service area.):				
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service				
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)				
<b>☑</b> No					
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).				
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.				

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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
Walker County	General Fund; SPLOST; User Fees
Chickamauga	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

This service was proviously reported as "Civile Contes" but he sained and the latest the sained and the sained as
This service was previously reported as "Civic Center" but has since evolved, as each local government provides space
for public meetings and functions.

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
None		

acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?	<ol><li>What other mechanisms (if any) will be used to implement the strategy for this service (e.</li></ol>	g., ordinances,	resolutions, lo	ca
the deficient testinary, rate of les shanges, etc.), and when will they take effect?	acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?		,	

	-	-	_
N		n	_

- 7. Person completing form: Dakiya Porter Communication Specialist
  Phone number: 706-638-1437 Date completed: 9/13/2022
- 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







### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Public Relations
1. Check one box that best describes the agreed upo	on delivery arrangement for this service:
a.)   Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	luding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) ☐ Service will be provided only in the unincorported checked, identify the government, authority or organization.	orated portion of the county by a single service provider. (If this box is inization providing the service.):
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
service in unincorporated areas. (If this box is chec	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the lethorpe, LaFayette, Lookout Mountain, Rossville
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping serving identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
<b>☑</b> No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

Page 1 of 2

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that

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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
Walker County	General Fund
City of Chickamauga	General Fund
City of Fort Oglethorpe	General Fund
City of LaFayette	General Fund
City of Lookout Mountain	General Fund
City of Rossville	General Fund

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

This service was not identified in previous service delivery strategy reporting.

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		
None				

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

None

- 7. Person completing form: Dakiya Porter Communication Specialist Phone number: 706-638-1437 Date completed: 9/13/2022
- 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







## **SERVICE DELIVERY STRATEGY** FORM 2: Summary of Service Delivery Arrangements

### Instructions:

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

COUNTY: WALKER COUNTY	Service: Public Water
Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:
	luding all cities and unincorporated areas) by a single service provider.
	prated portion of the county by a single service provider. (If this box is
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing th
	ly within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
identify the government, authority, or other organizatis provided by the cities of Chickamauga and Laincorporated limits as denoted on the map. Water Authority, Walker County Rural Water Authority,	ele map delineating the service area of each service provider, and ation that will provide service within each service area.): Water service aFayette within the incorporated limits and outside the er service is provided by Walker County Water & Sewerage, Dade County Water Authority, Catoosa Utility District Authority, s, and Tennessee American Water in all other areas of the county,
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
<b>☑</b> No	
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that

lf 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
Walker County Water & Sewerage Authority	User Fees
Chickamauga	User Fees
<u>LaFayette</u>	User Fees; General Fund
Walker County Rural Water Authority	User Fees
<b>Dade County Water Authority</b>	User Fees
Catoosa Utility District Authority	User Fees
<b>Chattooga County Water District</b>	User Fees
Dalton Utilities	User Fees
Tennessee American Water	User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
None None

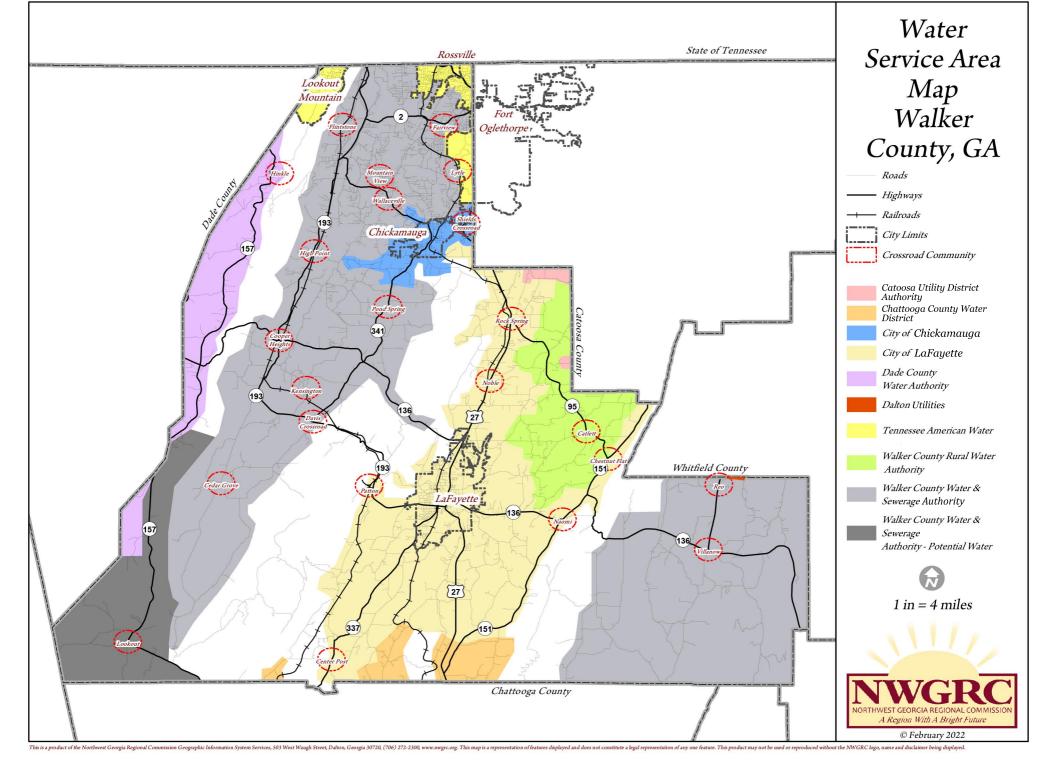
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
N/A		

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

N	o	n	e

- 7. Person completing form: **Joe Legge Public Relations Director**Phone number: **706-638-1437**Date completed: 10/27/22
- 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









### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	UNTY: WALKER COUNTY  Service: Senior Citizen - Facilities				
1. Check one box that best describes the agr	reed upo	on delivery arrangement for this service:			
		cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):			
b.) ☐ Service will be provided only in the checked, identify the government, authority		orated portion of the county by a single service provider. (If this box is anization providing the service.):			
<ul> <li>c.) □ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing service:</li> <li>d.) ☑ One or more cities will provide this service only within their incorporated boundaries, and the county will provide service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): Walker County, Chickamauga and Rossville</li> </ul>					
In developing this strategy, were overlapping identified?	ing servi	ce areas, unnecessary competition and/or duplication of this service			
☐ <b>Yes</b> (if "Yes," you must attach additiona	al docum	nentation as described, below)			
☑ No					
	O.C.G.	<b>Attach an explanation for continuing the arrangement</b> (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).			
If these conditions will be eliminated under the	ne strate	gy, attach an implementation schedule listing each step or action that			

Page 1 of 2

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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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
Walker County	General Fund
Chickamauga	General Fund
Rossville	General Fund

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

While Senior Citizen programs had been identified in previous service delivery strategy reporting, facilities specifically for seniors had not been identified.

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
None		

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

N	o	n	e

- 7. Person completing form: **Dakiya Porter Communication Specialist**Phone number: **706-638-1437 Date completed:** 9/13/2022
- 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







### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Senior Citizen Programs
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
a.)   Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) ☐ Service will be provided only in the unincorp checked, identify the government, authority or orga	orated portion of the county by a single service provider. (If this box is anization providing the service.):
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the tte, Rossville, Fort Oglethorpe
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docum	entation as described, below)
✓ No	
	<b>Attach an explanation for continuing the arrangement</b> (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).
If these conditions will be eliminated under the strate will be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.

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3.	ist 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
	ees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
Walker County	General Fund
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Rossville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?	
This service is being updated to remove Lookout Mountain	
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy fr	or

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
None		

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

None	

- 7. Person completing form: **Dakiya Porter Communication Specialist**Phone number: **706-638-1437**Date completed: 9/13/2022
- 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







### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: Solid Waste Disposal				
<ol> <li>Check one box that best describes the agreed upon delivery arrangement for this service:</li> </ol>					
a.) □ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):					
b.) □ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):					
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the				
d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): Walker County, LaFayette					
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):				
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service				
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)				
<b>✓</b> No					
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (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).					
f these conditions will be eliminated under the strategy, <u>attach an implementation schedule</u> listing each step or action th					

Page 1 of 2

will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

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	that will help to pay for this service and indicate Il funds, special service district revenues, hotel/r	
Local Government or Authority	Funding N	Method
Walker County	User Fees	
LaFayette	General Fund	
4. How will the strategy change the p	revious arrangements for providing and/or fund	ing this service within the county?
This service is being updated to add	d LaFayette, which has a landfill for chipping bru	ush
this service:	reements or intergovernmental contracts that wi	-
None Name	Contracting Parties	Effective and Ending Dates
INOTIC		
	ill be used to implement the strategy for this ser or fee changes, etc.), and when will they take e	
acts of the General Assembly, rate	or fee changes, etc.), and when will they take e	
None  7. Person completing form: Dakiya F Phone number: 706-638-1437  8. Is this the person who should be completed.	or fee changes, etc.), and when will they take e	iffect?







#### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u>. 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: WALKER COUNTY	Service: SPLOST Administration
. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
a.) $\square$ Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) ☐ Service will be provided only in the unincorporate checked, identify the government, authority or organization.	orated portion of the county by a single service provider. (If this box is anization providing the service.):
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
service in unincorporated areas. (If this box is chec	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the lethorpe, LaFayette, Lookout Mountain, Rossville
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping servi identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
✓ No	
	ttach an explanation for continuing the arrangement (i.e.,

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

overlapping service areas or competition cannot be eliminated).

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3. List each government or authority that will help to pay for this service and indicate how the sen	vice 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
Walker County	General Fund
Chickamauga	General Fund
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
This service was not identified in previous service delivery strategy reporting.

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
None		

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

None		

- 7. Person completing form: Dakiya Porter Communication Specialist
  Phone number: 706-638-1437

  Date completed: 9/13/2022
- 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







### Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY</u> 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: WALKER COUNTY	Service: State Patrol Facility		
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:		
a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provided (If this box is checked, identify the government, authority or organization providing the service.): Walker County			
b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box checked, identify the government, authority or organization providing the service.):			
c.)   One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing service:			
d.)   One or more cities will provide this service only within their incorporated boundaries, and the county will provide service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing service.):			
	le map delineating the service area of each service provider, and ation 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?			
☐ <b>Yes</b> (if "Yes," you must attach additional docum	entation as described, below)		
✓ No			
If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (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 strate will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.		

## SDS FORM 2, continued

Local Government or Author	ity	Funding Method		
Walker County	General Fund			
. How will the strategy change the	e previous arrangements for pro	viding and/or funding thi	s service within the county?	
This service was not identified in	previous service delivery strate	gy reporting.		
	•	, <u> </u>		
List any farmal convice deliver	araamanta ar intaraayaramant	al agatraata that will be u	up and to importance the attractions for	
. List any formal service delivery this service:	agreements or intergovernment	ai contracts that will be t	used to implement the strategy for	
this service:				
Agreement Name	Contracting		Effective and Ending Dates	
Memorandum of	Walker County and Georgia De		Effective and Ending Dates 7/25/06 to TBD	
Memorandum of	Walker County and Georgia De			
Memorandum of	Walker County and Georgia De			
Memorandum of	Walker County and Georgia De			
Memorandum of	Walker County and Georgia De			
Memorandum of Understanding	Walker County and Georgia De Safety	partment of Public	7/25/06 to TBD	
Memorandum of Understanding  5. What other mechanisms (if any	Walker County and Georgia De Safety  will be used to implement the s	partment of Public trategy for this service (	7/25/06 to TBD  e.g., ordinances, resolutions, loca	
Memorandum of Understanding	Walker County and Georgia De Safety  will be used to implement the s	partment of Public trategy for this service (	7/25/06 to TBD  e.g., ordinances, resolutions, loca	
Memorandum of Understanding	Walker County and Georgia De Safety  will be used to implement the s	partment of Public trategy for this service (	7/25/06 to TBD  e.g., ordinances, resolutions, loca	
Memorandum of Understanding  5. What other mechanisms (if any acts of the General Assembly, in the content of the content	Walker County and Georgia De Safety  will be used to implement the s	partment of Public trategy for this service (	7/25/06 to TBD  e.g., ordinances, resolutions, loca	
Memorandum of Understanding  5. What other mechanisms (if any	Walker County and Georgia De Safety  will be used to implement the s	partment of Public trategy for this service (	7/25/06 to TBD  e.g., ordinances, resolutions, loca	
Memorandum of Understanding  5. What other mechanisms (if any acts of the General Assembly, i	Walker County and Georgia De Safety  will be used to implement the s	partment of Public trategy for this service (	7/25/06 to TBD  e.g., ordinances, resolutions, loca	
Memorandum of Understanding  . What other mechanisms (if any acts of the General Assembly, i	Walker County and Georgia De Safety  will be used to implement the s	partment of Public trategy for this service (	7/25/06 to TBD  e.g., ordinances, resolutions, loca	

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

Shannon Whitfield, Chairman 706-638-1437

## MEMORANDUM OF AGREEMENT BETWEEN

## THE WALKER COUNTY COMMISSION

### AND

## THE GEORGIA DEPARTMENT OF PUBLIC SAFETY

The Walker County Commission whose address is P. O. Box 445, in LaFayette, Georgia 30728-2135 ("Lessor") agree to provide the Georgia Department of Public Safety, whose address is 959 East Confederate Avenue, S.E., Atlanta, Georgia 30316-2531 ("Lessee"), 5,852 square feet of office space for use by the Georgia State Patrol, Post #41, located at 1212 North Main Street, LaFayette, Georgia 30728-2135 ("premises").

In consideration for providing this space, the Lessee agrees to pay the Lessor the sum of One Dollar (\$1.00) per year. Lessee agrees to be responsible for all telecom, utility and janitorial expenses for said premises. The Lessor agrees to be responsible for all other expenses for said premises.

Both parties agree that this Agreement will terminate, and the premises will revert to the Lessor, in the event the premises are abandoned as an operational Georgia State Patrol Post. This Agreement will be **automatically renewed** at the end of each term (June 30<sup>th</sup> of each year) unless otherwise cancelled by either party with a thirty (30) day prior written notice.

The undersigned do hereby mutual	ly agree to the above terms this	25 <sup>th</sup>	day
of <u>July</u> , 2006.			
alice Robinson	Ben Herstill		
Notary Public	Walker County Commission		
My Commission Expires: 2/4/08	, and the second		
ABronder	De Ville O		
Notary Public	Department of Public Safety		
My Commission Expires  D. A. Brownlee	- Farming of John Sarotx		
Notary Public, Dekalb County Garain	D AS TO CONTENT:		

STATE PROPERTIES COMMISSION LEASING DIVISION

1.

By:	1400V	SP)
Date:	SEP 07 2006	







### Instructions:

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

COUNTY: WALKER COUNTY	Service: Stormwater Management			
1. Check one box that best describes the agreed upon delivery arrangement for this service:				
a.)  □ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider (If this box is checked, identify the government, authority or organization providing the service.):				
b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):				
c.)   One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing t service:				
d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): Walker County, Chickamauga, Fort Oglethorpe, LaFayette, Lookout Mountain, Rossville				
	le map delineating the service area of each service provider, and ation 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?				
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)			
<b>☑</b> No				

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (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, <u>attach an implementation schedule</u> 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
Walker County	General Fund
Chickamauga	General Fund; Stormwater Utility Fee
Fort Oglethorpe	General Fund
LaFayette	General Fund
Lookout Mountain	General Fund
Rossville	General Fund

4. How will the strategy change the	ne previous arrangements for providing and/or funding thi	s service within the county?
None		
5. List any formal service delivery this service:	agreements or intergovernmental contracts that will be ι	ised to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	Walker County & Lookout Mountain	June 24, 2022 to June 23, 2032
	v) will be used to implement the strategy for this service (eate or fee changes, etc.), and when will they take effect?	e.g., ordinances, resolutions, local
None		
7. Person completing form: <b>Dakiy</b> Phone number: <b>706-638-1437</b>	va Porter - Communication Specialist  Date completed: 9/13/2022	

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:

Shannon Whitfield, Chairman 706-638-1437

### INTERGOVERNMENTAL AGREEMENT BETWEEN WALKER COUNTY, GEORGIA AND THE CITY OF LOOKOUT MOUNTAIN, GEORGIA

This Intergovernmental Agreement ("Agreement") entered into between Walker County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Lookout Mountain, Georgia ("City"), a municipal corporation of the State of Georgia.

WHEREAS, the City desires to contract with the County for the County to serve as the City's Local Issuing Authority ("LIA") and to perform the services of an LIA set forth hereinafter; and

WHEREAS, Walker County is a certified LIA within the meaning of Official Code of Georgia Annotated Sections 12-7-3(10) and 12-7-8 and is willing to perform the services for the City set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the County and the City agree as follow:

- Term of Agreement: This Agreement shall begin at 12:01 a.m. on June 24, 2022, and shall expire at 11:59 p.m. on June 23, 2032, unless terminated earlier as provided hereinafter.
- 2. Termination of Agreement: Either party may terminate this Agreement, with or without cause, by providing the other party with a minimum of 120 days advance written notice of termination. Either party may also terminate this Agreement for cause due to the default of the other party by the non-defaulting party providing the defaulting party with written notice of the default and the failure of the defaulting party to cure the default within 10 business days of receipt of the notice of the default.
- 3. Services to be provided by County: At all times during the term of this Agreement, the County shall remain a certified LIA, and shall provide the services as the agent for the City within the City's territorial limits. The City shall notify the County with advance written notice of the specific services that the County is to provide. The services that the County shall provide include: stormwater and erosion and sedimentation control, and associated services, studies, inspections, and the issuance of permits.
- 4. Services to be provided by the City: The City is to pay the County for the services provided by the County based upon the County's fee schedule as it exists at the time the service is provided. The County may make reasonable adjustments to its fee schedule from time to time during the term of the Agreement by providing the City with a minimum of 30 days advance written notice of said price increase. The City is to provide all required annual notices.
- 5. **Notices:** Notices shall be given in writing to the other party at the addresses set forth below: Delivery may be by email, hand delivery, or first class mail.

Notice to the County:
Walker County, Georgia
Attn: Commission Chairman
101 S. Duke Street (P.O. Box 445)
LaFayette, GA 30728
commissioner@walkerga.us

Notice to the City:
City of Lookout Mountain, Georgia
Attn: Mayor
1214 Lula Lake Road
Lookout Mountain, GA 30750
mayor@lookoutmtnga.com

Entire Agreement: This Agreement contains the entire agreement between the parties.
 No oral representations are part of this Agreement. This Agreement may only be modified in writing that has been signed by both parties.

(Signatures on next page)

Walker County, Georgia

By: Many Klubel Shannon K. Whitfield Commission Chairman

-----

Attest

Rebecca Wooden, County Clerk

City of Lookout Mountain, Georgia

3y: / \_J S// \_J

David Bennett Mayor

Attest:

Cindy Roberts, City Clerk









# Service Delivery Strategy FORM 2: Summary of Service Delivery Arrangements

### Instructions:

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

COUNTY: WALKER COUNTY	Service: Tourism
1. Check one box that best describes the agreed upo	on delivery arrangement for this service:
a.) $\square$ Service will be provided countywide (i.e., incl (If this box is checked, identify the government, aut	luding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) $\square$ Service will be provided only in the unincorport checked, identify the government, authority or organized	orated portion of the county by a single service provider. (If this box is inization providing the service.):
	nly within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the tte, and Rossville
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ <b>Yes</b> (if "Yes," you must attach additional docume	entation as described, below)
<b>☑</b> No	
If these conditions will continue under this strategy, a	ttach an explanation for continuing the arrangement (i.e.,

If these conditions will continue under this strategy, <u>attach an explanation for continuing the arrangement</u> (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, <u>attach an implementation schedule</u> listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

Page 1 of 2

### 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
Walker County	Hotel/Motel Tax Funding
<u>LaFayette</u>	Hotel/Motel Tax Funding
Chickamauga	Hotel/Motel Tax Funding
Rossville	Hotel/Motel Tax Funding

4. How will the strategy change the	ne previous arrangements for providing and/or funding this	s service within the county?
This is a new service.		
This is a new service.		
•	agreements or intergovernmental contracts that will be u	sed to implement the strategy for
this service:		
Agreement Name	Contracting Parties	Effective and Ending Dates
Chamber of Commerce Local Marketing Organization	Walker County, Walker County Chamber of Commerce	12/29/2020 to TBD
Tourism Agreement		
	r) will be used to implement the strategy for this service (eate or fee changes, etc.), and when will they take effect?	e.g., ordinances, resolutions, local
None		
None		
7. Person completing form: <b>Dakiy</b> Phone number: <b>706-638-1437</b>	ra Porter - Communication Specialist  Date completed: 9/13/2022	
8 Is this the nerson who should h	e contacted by state agencies when evaluating whether	proposed local government
	service delivery strategy?   Yes   No	oroposed local government
If not, provide designated conta	ct person(s) and phone number(s) below:	
Shannon Whitfield, Chairman		

### LOCAL MARKETING ORGANIZATION AGREEMENT

This agreement is entered into by WALKER COUNTY, GEORGIA (hereinafter referred to as "County"), and WALKER COUNTY CHAMBER OF COMMERCE, INC., a non-profit 501(c) organization in Walker County, Georgia (hereinafter referred to as "Organization").

WHEREAS, the County may expend Hotel-Motel Excise funds pursuant to O.C.G.A. Section 48-13-51(b) for promoting tourism subject to the following limitations:

- A) At least 50% of the total collected, over what was collected at five percent (5%), shall be expended for Tourism, Conventions and Trade Shows, pursuant to O.C.G.A. Section 48-13-50.2(4).
- B) Any remaining amount collected can be used for Tourism Product Development, pursuant to O.C.G.A. Section 48-13-50.2(6).

WHEREAS, the Organization is a private sector non-profit organization exempt from income tax under IRS Section 501(c) which is willing and authorized to expend such funds for the purpose of promoting tourism in the County as provided by law.

NOW, THEREFORE, in consideration of the premises herein, the parties hereto agree as follows:

- 43.75% of the funds collected by the County shall be delivered to the Organization to be used for tourism promotion in the manner set forth herein. The remaining 18.75% is to be used for Tourism Product Development.
- 2. All sums received by the Organization from the County hereunder shall be expended by the Organization according to the hotel/motel tax budget prepared by the County. These funds shall be expended within one year from receipt of the above amount, and solely for the promotion of tourism in the County. Tourism involves traveling to experience and learn about the places, artifacts, and activities that authentically represent the stories and people of Georgia's past and present. It includes the preservation of recreational, cultural, historic, and natural resources of Georgia for the benefit of both visitors and local residents. Tourism involves, but is not limited to the following elements:
  - 1) Visiting historic places and other places of interest.
  - 2) Participating in historic and recreational activities.
  - 3) Educating both visitors and local residents about the past and the culture of the past.
  - 4) Experiencing recreational, cultural and/or historic opportunities.
  - Enjoying the natural environment.
     See attachment Exhibit "A" for a sample list of appropriate expenditures.
- 3. The Organization shall continue to supervise a Tourism Committee, made of representatives from across the County, to advise where revenue expended to promote tourism will have the greatest impact. The Committee shall meet a minimum of once per quarter and shall include the following persons:
  - (A) A representative of the Organization
  - (B) A member of the Organization's Board of Directors
  - (C) Chairman or designee of the Walker County Board of Commissioners
  - (D) A designee/representative of the City of Chickamauga
  - (E) A designee/representative of the City of LaFayette
  - (F) A designee/representative of the City of Lookout Mountain
  - (G) A designee/representative of the City of Rossville
  - (H) A representative of a short term vacation rental
  - (I) A representative of a Walker County based tourist attraction
  - (J) The Walker County Director of Economic Development
  - (K) The Walker County Director of Public Relations
- 4. The Organization shall provide audit verification to the County demonstrating that the Organization used the funds solely and exclusively for the purpose of promoting tourism in

conformance with this Agreement. Such verification shall be provided to the County within two weeks of the County's written request for the audit verification, and in no instance later than 30 days after expenditure of all of the funds granted hereunder.

- 5. By executing this Agreement, the Organization hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement, and will further expend such funds in compliance with County ordinances and state laws. The County shall provide from time to time written requests to the Organization for payment of certain permitted expenditures for the promotion of tourism. The Organization shall not make any payments over \$2,000.00 without the pre-approval of the County. The Organization agrees to defend, indemnify and hold harmless the County from and against all claims that arise from its failure to spend funds in compliance with this paragraph, including reasonable attorney's fees and court costs of the County. Furthermore, if the Organization fails to spend the funds in the manner contemplated in this Agreement, or fails to meet the timeliness requirements hereof, the Organization agrees this shall constitute a breach of the Agreement, and all such funds shall be returned to the County immediately. In consideration of the Organization's administration of the funds referenced herein, the County agrees that \$2,750.00 or 20 percent of the total yearly excise tax remitted by the County to the Organization, whichever amount is less, of the tourism promotion funds will be used to help fund the operation of the Walker County Visitor Center.
- 6. All notices, requests, demands or other communications (hereinafter collectively referred to as "Communication") required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such or other Communication shall be considered delivered on the date of receipt. Rejection or other refusal to accept or inability to deliver because of a changed address of which proper notice was not given shall be deemed to be receipt of the Communication. By giving prior written notice thereof, any party may from time to time and at any time may change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any Communication required or permitted to be given hereunder by such party.

Notice to County: Rebecca Wooden, County Clerk, 101 South Duke Street, P.O. Box 445, LaFayette, GA 30728 <a href="mailto:r.wooden@walkerga.us">r.wooden@walkerga.us</a>

Notice to Organization: Walker County Chamber of Commerce, Inc., 50A Fieldstone Village Drive, Rock Spring, GA 30739; lacey@wawlkerchamber.org.

- 7. Either party may terminate this Agreement, with or without cause, by providing the other party with a minimum 30 day advance notice of the termination, unless the other party waives in writing the 30 day advance notice requirement. Notwithstanding the above, if the Agreement is terminated due to a breach of the Agreement by the other party, the non-breaching party is not required to abide by the 30 day notice requirement.
- 8. The parties hereto may not assign, sublet, or transfer their interest in responsibilities under this Agreement without the prior written consent of all parties hereto.
- 9. The laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

Walker County, Georgia

Walker County Chamber of Commerce, Inc.

By:

Shannon K. Whitfield

Commission Chairman/CEO

Attest:

રે<del>eેb</del>ecca Wooden, County Clerk

### **EXHIBIT "A"**

Here are some examples of projects, activities, and other expenses. Those marked "Yes" are eligible to be funded with the Hotel-Motel Tax funds restricted to promoting tourism.

Radio/television & digital advertising promoting Festivals, Events, or Shows	Yes
Radio/television sponsored segments promoting Tourist Attractions	Yes
Print advertising promoting Tourist Attractions, Festivals, Events, or Shows	Yes
Fees for website marketing of attractions, accommodations, and restaurants	Yes
Search engine optimization and search engine marketing	Yes
Brochures highlighting local attractions	Yes
Map of local accommodations and restaurants	Yes
Visitors maps and packets	Yes
Postage for mailing visitor maps and packets	Yes
Welcome signs at city/county borders	Yes
Building rent for Visitors Center	Yes
Visitors Center staff salaries	Yes
Decorative banners for street lights that advertise a specific recurring event	Yes
Familiarization tours for travel writers and meeting planners	Yes
Film production hosting and recruitment	Yes
Special promotions	Yes
Promotion of Sports Tourism	Yes
Generic decorative banners for street lights	No
Festivals, Events, or Shows	No
Overtime for First Responders working Festivals, Events, or Shows	No
General Operating Expenses for a Chamber of Commerce	No







### **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:WALKER COUNTY	
What incompatibilities or conflicts between the land use plans of local governments we developing the service delivery strategy?  None	ere identified in the process of
2. Check the boxes indicating how these incompatibilities or conflicts were addressed:	
Amendments to existing comprehensive plans	NOTE:
Adoption of a joint comprehensive plan	If the necessary plan amendments, regulations, ordinances, etc. have not yet
Other measures (amend zoning ordinances, add environmental regulations, etc.)	been formally adopted, indicate when each of the affected local governments
If "other measures" was checked, describe these measures:	will adopt them.
3. What policies, procedures and/or processes have been established by local governmental authorities) to ensure that new extraterritorial water and sewer service will be consistent and ordinances? Joint Comprehensive Plan	ents (and water and sewer with all applicable land use plans
4. Person completing form: Dakiya Porter - Communications Specialist	
Phone number: <b>706-638-1437</b> Date completed: 9/13/2022	
5. Is this the person who should be contacted by state agencies when evaluating whethe projects are consistent with the service delivery strategy? ☐Yes ☒No	r proposed local government
If not, provide designated contact person(s) and phone number(s) below:	
SHANNON WHITFIELD, CHAIRMAN 706-638-1437	





# SERVICE DELIVERY STRATEGY FORM 4: Certifications



#### Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

### **COUNTY: WALKER COUNTY**

- 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
Chickamauga	Mayor	Randal Dalton	Randal Oals	16/19/22
Fort Oglethorpe	Mayor	Earl Gray		
<u>LaFayette</u>	Mayor	Andy Arnold		
Lookout Mountain	Mayor	David Bennett		
Rossville	Mayor	Teddy Harris		
Walker County	Chairman	Shannon Whitfield		





# FORM 4: Certifications



#### Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

#### COUNTY: WALKER COUNTY

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>Chickamauga</u>	Mayor	Randal Dalton		
Fort Oglethorpe	Mayor	Earl Gray	Earl I. Hrory	10.24.2022
<u>LaFayette</u>	Mayor	Andy Arnold		
Lookout Mountain	Mayor	David Bennett		
Rossville	Mayor	Teddy Harris		
Walker County	Chairman	Shannon Whitfield		





# SERVICE DELIVERY STRATEGY FORM 4: Certifications



### Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

### **COUNTY: WALKER COUNTY**

- 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
Chickamauga	Mayor	Randal Dalton		
Fort Oglethorpe	Mayor	Earl Gray		
<u>LaFayette</u>	Mayor	Andy Arnold	And Alas MAYOR OF LAFACETTE	10-25-2002
Lookout Mountain	Mayor	David Bennett		
Rossville	Mayor	Teddy Harris		
Walker County	Chairman	Shannon Whitfield		





# Service Delivery Strategy FORM 4: Certifications



### Instructions:

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Lookout Mountain	Mayor	David Bennett	1-15/7-98	10/21/22
Rossville	Mayor	Teddy Harris		
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Rossville	Mayor	Teddy Harris		
Walker County	Chairman	Shannon Whitfield	Shannon Klichitfill	09/22/2022



### **RESOLUTION R-035-22**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALKER COUNTY TO ADOPT A JOINT SERVICE DELIVERY STRATEGY PURSUANT TO THE SERVICE DELIVERY STRATEGY ACT, AND TO AUTHORIZE THE CHAIR TO EXECUTE ANY NECESSARY FORMS IN FURTHERANCE OF SAID ADOPTION, IN SUBSTANTIALLY THE SAME FORM AS THE HERETO ATTACHED EXHIBIT A; AND FOR OTHER PURPOSES

WHEREAS, Walker County and the municipalities of Chickamauga, Fort Oglethorpe, LaFayette, Lookout Mountain and Rossville, Georgia adopted a Service Delivery Strategy pursuant to the requirements set forth by Georgia House Bill 489 (codified at O.C.G.A § 36-70-20), which original document was executed in 1999 and most recently updated in 2012; and

WHEREAS, Walker County and its municipalities are required to review and revise the County's Joint Service Delivery Strategy in conjunction with updates to the Joint Comprehensive Plan, which must be updated every ten years; and

**WHEREAS**, Walker County and the municipalities of Chickamauga, Fort Oglethorpe, LaFayette, Lookout Mountain and Rossville, Georgia have mutually agreed to the services outlined with the Service Delivery Strategy as updated; and

**WHEREAS,** the Walker County Board of Commissioners authorizes the Chairman, Shannon K. Whitfield, to sign the requisite documents acknowledging approval of the Service Delivery Strategy;

**THEREFORE, BE IT RESOLVED** the Board of Commissioners of Walker County, Georgia, hereby adopts the Joint Service Delivery Strategy for Walker County.

**BE IT FURTHER RESOLVED** that in the event scrivener's errors shall be discovered in the Exhibits hereto after the adoption hereof, the Board hereby authorizes and directs that each such scrivener's error shall be corrected without additional Board action.

**BE IT FUTHER RESOLVED** the Board grants the Chairman the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

SO APPROVED AND ADOPTED this 22nd day of September, 2022.

Steed Wooden
REBECCA WOODFN. County Clerk
J. S. S. C.

ATTEST:

WALKER COUNTY, GEORGIA

SHANNON K. WHITFIELD, Chairman/CEO

The foregoing Resolution received a motion for from Commissioner tast, second by Commissioner talks, and upon the question the vote is ayes, nays to formal the Resolution.