



DeKalb County

2014 Service Delivery Strategy

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



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **DEKALB COUNTY**

I. GENERAL INSTRUCTIONS:

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

OPTION A <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
<ol style="list-style-type: none">4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]	<ol style="list-style-type: none">4. In Section IV type, "NONE."5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]6. Proceed to step 7, below. <div data-bbox="824 1180 1526 1411"><p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p></div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN OFFICIAL UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

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

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

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

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

All services included in the previous SDS for DeKalb County and its cities are being extended with no modifications to the means in which these services are funded or delivered, with the exception of the modifications (noted below, in Box IV) and on the appropriate Form 2s) necessary to address the recent incorporation of the City of Brookhaven.

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

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

The new City of Brookhaven has been added to the Service Delivery Strategy, and includes the following services:

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

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

ATTACHMENT A

DeKalb County Service Delivery Strategy 2014

Summary of Services in DeKalb County Cities

[illegible]

ATTACHMENT A

DeKalb County Service Delivery Strategy 2014

Summary of Services in DeKalb County Cities

Economic Development	D/A	D	D	D	D	D/A	D	D	A	N/A	D	D/A
Public Housing	A	N/A	N/A	N/A	N/A	A	N/A	N/A	A	N/A	N/A	A
Public Works	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Water Treatment / Water Distribution	IG-DC	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D-IG
Wastewater Collection & Treatment	IG-DC											D
Refuse Collection	D	D	DC	D	D	D	C	IG-DC	IG-DC	C	C	D
Landfill	C	DC	DC	DC	DC	DC	C	DC	DC	DC	C	C
Recycling Programs	C	C	DC	D	D	D	C	IG-DC	IG-DC	D	C	D
Street Construction & Maintenance	D	DC	D	DC	DC	D/DC	DC	D	DC	DC	DC	D
Street Cleaning	D	D	D	D	D	D/DC	D	D	D	D	D	D
Traffic Engineering	D	IG-DC	D	IG-DC	IG-DC	IG-DC	IG-DC	D	IG-DC	IG-DC	IG-DC	D
Storm Water	D	J	DC	J	J	D/J	J	D	J	D	D	D
Cemetery	D	N/A	N/A	N/A	N/A	D	N/A	N/A	D	N/A	D	D
Airport	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D	D
Leisure Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Parks	D	D	D	D	D	D	D	D	DC	DC	D	D
Recreation Programs	D	D	D	D	D	D	D	D	DC	DC	D	D
Libraries	DC	DC	DC	DC	DC	DC	IG-DC	IG-DC	DC	DC	DC	D
Health and Social Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Physical Health / Environmental Health	N/A	These services are provided by DeKalb County and paid for by general funds. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Hospital	N/A											D
Mental Health / Substance Abuse	N/A											D
Welfare	N/A											D
Senior Services	N/A											D

D: Direct (Jurisdiction provides its own service)

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement (Multiple agreements between two or more jurisdictions)

C: Contract (Jurisdiction has executed an agreement of services with a private company)

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

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

DeKalb County Service Delivery Strategy 2014

General Services in DeKalb Municipalities and Atlanta

General Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Finance	D	D	D	D	D	D	D	D	D	D	D	D
Purchasing	D	D	D	D	D	D	D	D	D	D	D	D
Information Technologies	D	D	D	D	D	D	C	D	D	D	D	D
Elections	D-IG-DC	IG-DC	IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	D-IG-DC	D
Personnel	D	D	D	D	D	D	D	D	D	D	D	D
Property Tax Collections/ Tax Billing	IG-DC	IG-DC	IG-DC	IG-DC	IG-DC	D	IG-DC	IG-DC	IG-DC	D-IG-DC	IG-DC	D

Definitions

FINANCE	Revenue collections, accounts payable, evaluation & administration of debt, accounting procedures, maintenance of fund accounting
PURCHASING	Bid acceptance, vendor evaluation, administration of contracts, central supply.
INFORMATION TECHNOLOGIES	Computer hardware/software, system maintenance & technical support.
ELECTIONS	Appointment and compensation of workers, supply equipment & materials, process ballots, handle required advertisement.
PERSONNEL	Recruitment, compensation & benefits, training, etc. of employees.
PROPERTY TAX COLLECTIONS/TAX BILLING	Self explanatory.

D: Direct

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement

C: Contract

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

DC: DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Finance

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	DeKalb County General Funds.
Cities of Stone Mountain & Pine Lake	Direct cost; jurisdictions will provide cost for own services.
Cities of Brookhaven & Chamblee	
Cities of Clarkston & Decatur	
City of Doraville	
Cities of Atlanta & Avondale Estates	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Purchasing

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities, City of Atlanta, and DeKalb County.	Jurisdictions will provide cost for its own services.

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Informaton Technology

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

- ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service:
- ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain.**
- ☐ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All	Jurisdictions will provide cost for its own services.

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Elections

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

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

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

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

☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **City of Atlanta, City of Avondale Estates, City of Brookhaven, City of Chamblee, City of Clarkston, City of Decatur, City of Doraville, City of Dunwoody, City of Lithonia, City of Pine Lake, and City of Stone Mountain. (see further explanation in response to Question 6)**

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
City of Atlanta, Avondale Estates,	DeKalb County
Avondale, Brookhaven, Chamblee,	
Clarkston, Decatur, Doraville,	
Dunwoody, Lithonia, Stone Mountain,	
Pine Lake	Contract with DeKalb County (Contract ref: 12/4/95 letter)

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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
(Most recent/sample attached)	Individual cities with DeKalb County	Per Election
Contract/Resolution	City of Lithonia with DeKalb County	60 days prior - year to year
Contract/Resolution	City of Brookhaven with DeKalb County	
Contract/Resolution	City of Pine Lake with DeKalb County	

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

Resolutions and contracts. Pine Lake contract - 12/4/1995. City of Pine Lake w/authorization from the city to county to hold elections. Stone Mountain contract. City of Chamblee - Resolution. City of Avondale Estates - Resolution. City of Lithonia - Resolution. City of Brookhaven - Contract to contract. The individual cities are responsible for providing this service. Typically, however, they contract with the County for actual service delivery on a year-to-year / election-to-election basis.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

A SUBSTITUTE ORDINANCE BY COMMITTEE ON COUNCIL

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH DEKALB COUNTY TO CONDUCT THE CITY OF ATLANTA 2009 GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH WITHIN THAT PORTION OF ATLANTA WHICH LIES IN DEKALB COUNTY ON NOVEMBER 3, 2009; AND IF NECESSARY, A CITY OF ATLANTA GENERAL RUNOFF ELECTION ON DECEMBER 1, 2009; AND ALL FUTURE ELECTIONS UNTIL DECEMBER 31st 2058 TO AUTHORIZE THAT EXPENSES INCURRED UNDER THE CONTRACT BE PAID FROM THE ALLOCATION PREVIOUSLY AUTHORIZED BY ORDINANCE 09-O-0654; TO APPOINT THE DEKALB COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH ITS ELECTION SUPERVISOR ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Section 21-2-45(c) of the State of Georgia Elections Code, the City of Atlanta may authorize DeKalb County by ordinance to conduct elections and to perform any and all functions, as outlined in said code section and as required by such an election; and

WHEREAS, the City of Atlanta wishes to enter into a contract with DeKalb County to conduct a General Municipal Election and any Special Election(s) held in conjunction herewith, and if necessary a General Run-off Election; and

WHEREAS, the governing authority of the City in accordance with Section 21-2- 70.1(b) of the State of Georgia Elections Code shall appoint a municipal election superintendent in a public meeting and the appointment shall be recorded in the minutes of said meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor be and is hereby authorized to execute an appropriate contractual agreement with DeKalb County to conduct a City of Atlanta General Municipal Election and any Special Election (s) to be held in conjunction therewith on November 3, 2009 and if necessary a City of Atlanta General Municipal Run-off Election on December 1, 2009, or such other authorized date; and to conduct all future elections until December 31, 2058.

SECTION 2: That the Atlanta City Council, in accordance with Section 21-2-70.1 (b) of the Georgia Election Code does hereby appoint the DeKalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as the Municipal Election Superintendent for the 2009 City of Atlanta General Municipal Election and any Special Election(s) to be held in conjunction therewith on November 3, 2009 and for a City of Atlanta General Municipal Run-Off Election to be held if necessary on December 1, 2009, or on such other authorized date and for all future elections until December 31, 2058.

SECTION 3: That the Atlanta City Council, in accordance with Section 21-2-380.1 of the Georgia Election Code does hereby appoint the DeKalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Absentee Ballot Clerk for said City of Atlanta Election(s).

SECTION 4: That the Atlanta City Council, in accordance with Section 21-2-212 (c) of the Georgia Election Code does hereby appoint the DeKalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Municipal (Chief) Registrar for said City of Atlanta Election(s).

SECTION 5: That the appointments noted in Sections 2, 3, and 4 of this ordinance made at this regular meeting of the Atlanta City Council, shall be recorded in the minutes of said meeting.

SECTION 6: For the term of the contract, the Municipal Clerk, acting as the Municipal Election Superintendent, shall be authorized to execute any and all documents, perform any and all acts and to carry out any and all required duties which are not inconsistent with the State Election Code, and which may be necessary to effectuate the purposes of this ordinance.

SECTION 7: That the City shall pay to DeKalb County all costs incurred in performing those functions which the City has requested DeKalb County to perform in conducting the Election(s) and if necessary the Run-off Election, from Account Number 1001.200317.5710001.1400000.000000.000000.0000.00000000. 00000000.

SECTION 8: That the City Attorney be and is hereby directed to prepare an appropriate contract with Fulton County for execution by the Mayor, in substantially the form attached hereto identified as Attachment 1, and to be approved by the City Attorney as to final form.

SECTION 9: That the contract with DeKalb County shall not become binding on the City and the City shall incur no liability upon same until such contract has been signed by the Mayor and delivered to the contracting party.

SECTION 10: That should any part of this ordinance be declared unconstitutional or unenforceable in a court of law, that it shall be severed from this ordinance and all such parts not declared unconstitutional or unenforceable shall remain in full force and effect.

SECTION 11: That all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

EXHIBIT A

As per Agreement previously approved, THE CITY OF ATLANTA hereby requests that DeKalb County conduct their Municipal Election on November 3, 2009, and any run-off Election on December 1, 2009. The last day to register to vote in this election is October 5, 2009. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia 30032.

This _____ day of _____, _____

(SEAL)

Municipal Clerk/ Election Superintendent

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF ATLANTA municipal Election on November 3, 2009, and any run-off Election on December 1, 2009 or such other authorized date if necessary.

This _____ day of _____, _____

(SEAL)

Linda W. Latimore, Elections Supervisor
DeKalb County Board of Registrations and
Elections

09-O-1394

AN ORDINANCE BY COMMITTEE ON COUNCIL

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH DEKALB COUNTY TO CONDUCT THE CITY OF ATLANTA 2009 GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH WITHIN THAT PORTION OF ATLANTA WHICH LIES IN DEKALB COUNTY ON NOVEMBER 3, 2009; AND IF NECESSARY, A CITY OF ATLANTA GENERAL RUNOFF ELECTION ON DECEMBER 1, 2009; TO AUTHORIZE THAT EXPENSES INCURRED UNDER THE CONTRACT BE PAID FROM THE ALLOCATION PREVIOUSLY AUTHORIZED BY ORDINANCE 09-O-0654; TO APPOINT THE DEKALB COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH ITS ELECTION SUPERVISOR ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Section 21-2-45(c) of the State of Georgia Elections Code, the City of Atlanta may authorize Dekalb County by ordinance to conduct elections and to perform any and all functions, as outlined in said code section and as required by such an election; and

WHEREAS, the City of Atlanta wishes to enter into a contract with Dekalb County to conduct a General Municipal Election and any Special Election(s) held in conjunction herewith, and if necessary a General Run-off Election; and

WHEREAS, the governing authority of the City in accordance with Section 21-2- 70.1(b) of the State of Georgia Elections Code shall appoint a municipal election superintendent in a public meeting and the appointment shall be recorded in the minutes of said meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor be and is hereby authorized to execute an appropriate contractual agreement with Dekalb County to conduct a General Municipal Election and Special Election (s) held in conjunction herewith on November 3, 2009 and if necessary a Run-off Election on December 1, 2009, or such other authorized date.

SECTION 2: That the Atlanta City Council, in accordance with Section 21-2-70.1 (b) of the Georgia Election Code does hereby appoint the Dekalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as the Municipal Election Superintendent for the 2009 City of Atlanta General Municipal Election and any Special Election(s) to be held in conjunction therewith on November 3, 2009 and for a General Run-Off Election to be held if necessary on December 1, 2009, or on such other authorized date.

SECTION 3: That the Atlanta City Council, in accordance with Section 21-2-380.1 of the Georgia Election Code does hereby appoint the Dekalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Absentee Ballot Clerk for said City of Atlanta Election(s).

SECTION 4: That the Atlanta City Council, in accordance with Section 21-2-212 (c) of the Georgia Election Code does hereby appoint the Dekalb County Board of Registration and Elections, with its Election Supervisor acting as its agent, as Municipal (Chief) Registrar for said City of Atlanta Election(s).

SECTION 5: That the appointments noted in Sections 2, 3, and 4 of this ordinance made at this regular meeting of the Atlanta City Council, shall be recorded in the minutes of said meeting.

SECTION 6: That the City shall pay to Dekalb County all costs incurred in performing those functions which the City has requested Dekalb County to perform in conducting the Election(s) and if necessary the Run-off Election, from Account Number **1001.200317.5710001.1400000.000000.000000.0000000000.**

SECTION 7: That the City Attorney be and is hereby directed to prepare an appropriate contract with Fulton County for execution by the Mayor, in substantially the form attached hereto identified as Attachment 1, and to be approved by the City Attorney as to final form.

SECTION 8: That the contract with Dekalb County shall not become binding on the City and the City shall incur no liability upon same until such contract has been signed by the Mayor and delivered to the contracting party.

SECTION 9: That should any part of this ordinance be declared unconstitutional or unenforceable in a court of law, that it shall be severed from this ordinance and all such parts not declared unconstitutional or unenforceable shall remain in full force and effect.

SECTION 10: That all ordinances and parts of ordinances in conflict herewith be and are hereby repealed.

STATE OF GEORGIA

DEKALB COUNTY:

THIS AGREEMENT is made by and between the City of ATLANTA, a municipal corporation lying partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and both parties have been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold election(s); and,

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City of Atlanta and DeKalb County by providing for the conduct of all elections required and permitted by law within the portion of City that lies in County; and

WHEREAS, under the provisions of former Section 21-3-10 of the Official Code of Georgia Annotated and Section 21-2-45(c) of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election(s) and City has adopted such an ordinance:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1.

This Agreement shall govern the conduct of any and all elections (hereinafter referred to as "Election"), including any and all runoffs which may be necessary, at the sole option of the City.

2.

For each Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made not later than 60 days before the Election. Requests should be sent to the following address:

**Elections Supervisor
DeKalb County Elections
4380 Memorial Drive
Decatur, Georgia 30032**

3.

Upon receipt of a request from the City, the DeKalb County Board of Registrations and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the "Call" of the Election, publication of the legal notices required, and qualification of candidates, as permitted by O.C.G.A. § 21-2-45. Copies of said notices will be sent to the County. The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90(a).

4.

Absentee voting shall be conducted at the location(s) designated by County.

5.

The City shall be responsible for all submissions required to the U. S. Justice Department under the Voting Rights Act of 1965.

6.

Pursuant to O.C.G.A. § 21-2-45(c), City shall pay County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual cost incurred by County in conducting Election as stated on invoice. City shall remit said funds to County within 30 days of receipt of invoice.

7.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation, including but not limited to attorney's fees, required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

8.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

9.

This agreement shall commence on the date it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2058, unless otherwise terminated as set for herein. Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of termination.

10.

This Agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF ATLANTA (Seal)

Mayor

Date

ATTEST:

Municipal Clerk

Date

APPROVED AS TO FORM:

City Attorney

(Signatures Continue on Following Page)

**MUNICIPAL ELECTIONS AGREEMENT
CITY OF ATLANTA**

DEKALB COUNTY, GEORGIA

BY: _____ **BY DIR. (SEAL)** _____
Burrell Ellis
Chief Executive Officer
DeKalb County, Georgia
Date

ATTEST:

BARBARA SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia
Date

APPROVED AS TO SUBSTANCE:

Elections Supervisor
DeKalb County Board of Registration
and Elections

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

EXHIBIT A

As per Agreement previously approved, THE CITY OF ATLANTA hereby requests that DeKalb County conduct their General Municipal Election on November 3, 2009. The last day to register to vote in this election is October 5, 2009. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia 30032.

This _____ day of _____, _____

Municipal Clerk

(SEAL)

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF ATLANTA General Municipal Election on _____, 20____.

This _____ day of _____, _____

**Linda W. Latimore, Elections Supervisor
DeKalb County Board of Registrations
and Elections**

(SEAL)

RCS# 3223
8/17/09
5:47 PM

Atlanta City Council

REGULAR SESSION

09-O-1394 SUTH.MAYOR TO ENTER CONTRACT W/DEKALB CO
 TO CONDUCT 2009 GENERAL ELECTION
 REFER COC

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 1
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	E Martin	NV Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	B Sheperd	NV Borders

AN ORDINANCE BY

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH DEKALB COUNTY TO CONDUCT THE 2009 GENERAL MUNICIPAL ELECTION AND ANY SPECIAL ELECTION(S) HELD IN CONJUNCTION THEREWITH, FOR THE CITY OF ATLANTA ON NOVEMBER 3, 2009 AND IF NECESSARY, A CITY OF ATLANTA GENERAL RUNOFF ELECTION TO BE HELD ON DECEMBER 1, 2009; TO AUTHORIZE THE PAYMENT OF EXPENSES INCURRED UNDER THE CONTRACT IN AN AMOUNT NOT TO EXCEED-_____; TO APPOINT THE DEKALB COUNTY BOARD OF REGISTRATION AND ELECTIONS, WITH THE DIRECTOR OF THE DEKALB COUNTY DEPARTMENT OF REGISTRATION AND ELECTIONS ACTING AS ITS AGENT, AS MUNICIPAL ELECTION SUPERINTENDENT FOR THE PURPOSE OF CONDUCTING SAID ELECTION, AS ABSENTEE BALLOT CLERK AND AS MUNICIPAL REGISTRAR; AND FOR OTHER PURPOSES.

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF AVONDALE ESTATES, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Avondale Estates, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and
- k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all reasonable costs, including, but not

limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested and a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Elections Supervisor
 4380 Memorial Drive Suite 300
 Decatur, Georgia 30032

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030

If to the City: City Manager
 City of Avondale Estates
 21 N. Avondale Plaza
 Avondale Estates, Georgia 30002

With a copy to: City Attorney
 Wilson, Morton & Downs, LLC
 125 Clairemont Avenue, Suite 420
 Decatur, GA 30030

ARTICLE 10 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 11
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction finds any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 13
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 14
COUNTERPARTS**

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

October 29, 2013

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)

Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

Date: _____

ATTEST:

Barbara H. Sanders, CCC Clerk of the
Board of Commissioners of DeKalb County, Georgia

APPROVED AS TO FORM:



Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:



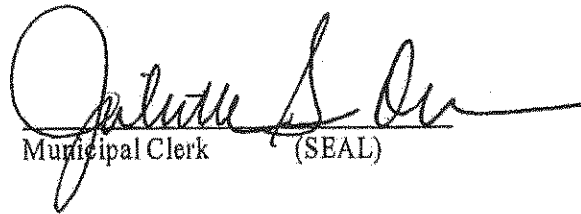
H. Maxine Daniels Director
DeKalb County Board of Registrations and Elections

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

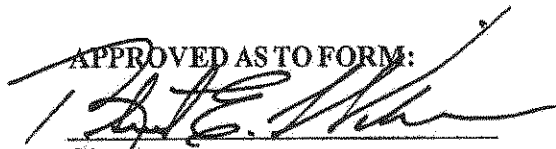
October 29, 2013

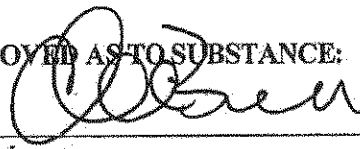
CITY OF AVONDALE ESTATES, GEORGIA

 (SEAL)
Mayor

 (SEAL)
Municipal Clerk

Date: 1/27/2014

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO SUBSTANCE:

City Manager

October 29, 2013

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF AVONDALE ESTATES hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20____.

_____(SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF AVONDALE ESTATES _____ Election on _____.

This _____ day of _____, 20____.

_____(SEAL)
Elections Supervisor
DeKalb County Board of Registrations and
Elections

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF BROOKHAVEN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 5th day of May, 20 14, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Brookhaven, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and
- k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements

to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Elections Supervisor
 4380 Memorial Drive
 Suite 300
 Decatur, Georgia 30032

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: City Manager
 City of Brookhaven
 ~~200 Ashford Center North~~ 4362 Peachtree Rd.
 ~~Suite 150~~ Brookhaven, GA 30319
 ~~Atlanta, GA 30338~~
 _____ (facsimile)

With a copy to: City Attorney
 City of Brookhaven
 ~~200 Ashford Center North~~ 4362 Peachtree Rd.
 ~~Suite 150~~ Brookhaven, GA 30319
 ~~Atlanta, GA 30338~~
 _____ (facsimile)

**ARTICLE 10
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 11
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 13
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.


**ARTICLE 14
COUNTERPARTS**

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

July 31, 2013

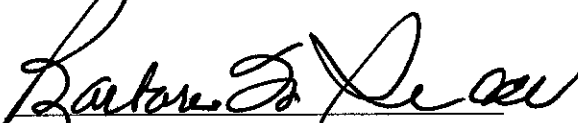
IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA



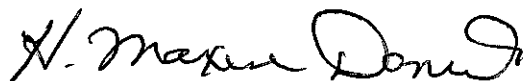
LEE MAY Dir. (SEAL)
Interim Chief Executive Officer

ATTEST:



BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:




H. MAXINE DANIELS
Director
DeKalb County Board of Registrations
and Elections

APPROVED AS TO FORM:

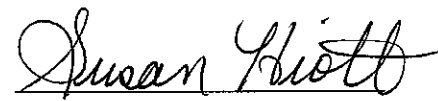


LORI BRILL
Senior Assistant County Attorney

CITY OF BROOKHAVEN, GEORGIA

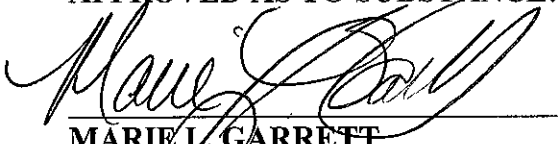


J. MAX DAVIS (SEAL)
Mayor



Susan Hiott
Clerk, City of Brookhaven

APPROVED AS TO SUBSTANCE:



MARIE L. GARRETT
City Manager

APPROVED AS TO FORM:



THOMPSON KURRIE
City Attorney

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF BROOKHAVEN hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20_____.

Municipal Clerk (SEAL)

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF BROOKHAVEN _____ Election on _____.

This _____ day of _____, 20_____.

Elections Supervisor
DeKalb County Board of Registrations and
Elections (SEAL)

GEORGIA

DEKALB COUNTY:

THIS AGREEMENT entered into between the City of CHAMBLEE, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election and City has adopted such an ordinance:

It is hereby agreed as follows:

1.

This contract shall govern the conduct of the following

election (hereinafter referred to as "Election"), including any and all runoffs which may be necessary: CHAMBLEE, special election to be held on June 20, 1995.

2.

The DeKalb County Board of Registration and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the qualification of candidates, as permitted by O.C.G.A. § 21-3-10 (a) (2). The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90 (a).

3.

Absentee voting shall be conducted at the location(s) designated by County, except as hereinafter provided.

4.

The cost of such elections shall be in accordance with the budget attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the sum of \$1,600.00 for special election for City of CHAMBLEE. City shall remit said funds to County within 30 days of execution of this contract.

5.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

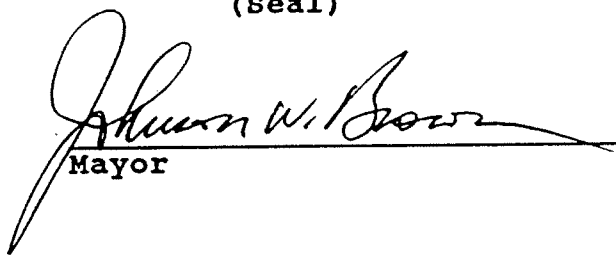
6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

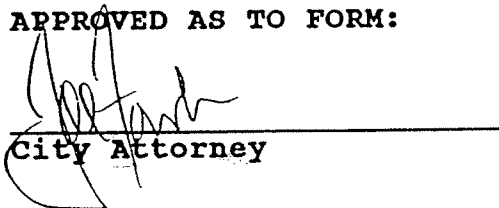
CITY OF CHAMBLEE

(Seal)


Mayor

Attest: 
Municipal Clerk

APPROVED AS TO FORM:


City Attorney

DEKALB COUNTY
CONTRACT NO. 95-6348G

MUNICIPAL ELECTIONS AGREEMENT
CITY OF CHAMBLEE

DEKALB COUNTY

(Seal)

BY: Liane Levetan 6/23/95
date

Liane Levetan
Chief Executive Officer
DeKalb County, Georgia

ATTEST: Super B. Eastman 6-26-95
date

Ex Officio Clerk of the
Chief Executive Office and
Board of Commissioners of
DeKalb County, Georgia

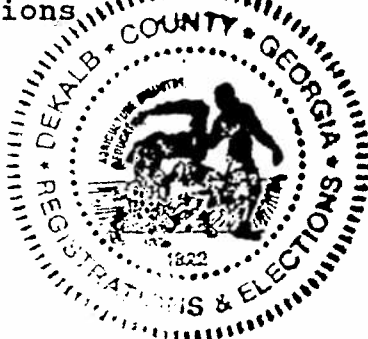
APPROVED AS TO FORM:

Asst. [Signature]
County Attorney

APPROVED AS TO SUBSTANCE:

(Seal)

Linda W. Latimore
DeKalb County Board of Registration
and Elections



DEKALB COUNTY
CONTRACT NO. 95-6348G

EXHIBIT A

As per Agreement previously approved, The City of Chamblee hereby requests that DeKalb County conduct their special election on March 16, 1999. The last day to register to vote in this election is February 16, 1999. The absentee poll will be located in the Maloof Center, 1300 Commerce Drive, Decatur, in Room 101.

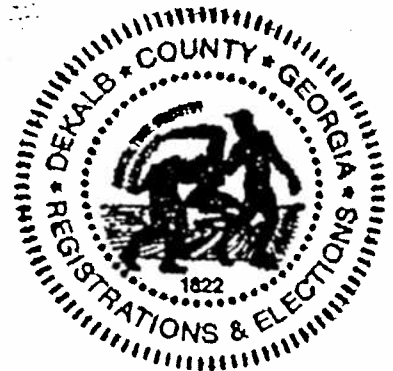
This 2nd day of February, 19 99.

Decky Craver
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the City of Chamblee special election on March 16, 1999.

This 10th day of February, 19 99

Linda W. Latimore
Linda W. Latimore, Elections Supervisor
DeKalb County Board of Registrations
and Elections



Elections

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF CHAMBLEE, GEORGIA, CHAPTER 30,
"ELECTIONS" BY ADDING THERETO A NEW SECTION TO
AUTHORIZE DEKALB COUNTY, GEORGIA TO CONDUCT
CITY ELECTIONS, AND FOR ALL OTHER LAWFUL PURPOSES


BE IT ORDAINED and it is hereby ordained by the Mayor and City Council of the City of Chamblee, Georgia, and by authority of the same, that on and after passage and approval of this Ordinance, Chapter 30, "Elections" of the Code of Ordinances of the City of Chamblee shall be amended by adding thereto a new section to be numbered Section 30-7 which said numbered section shall provide as follows:

Sec. 30-7. Authority for County to Conduct City Elections

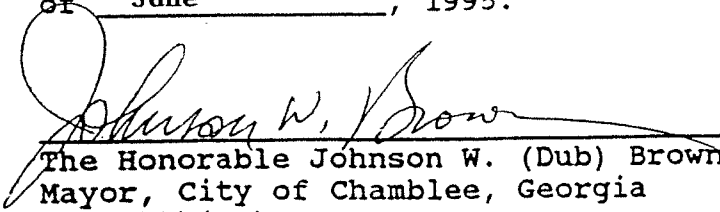
Pursuant to the provisions of O.C.G.A. 21-3-10, the City does hereby authorize DeKalb County, Georgia to conduct all city elections held pursuant to the provisions of the Georgia Municipal Election Code and the County is authorized to perform the following functions with respect to the conduct of such elections:

- (1) The County shall perform all duties as Superintendent of elections as specified under the Georgia Municipal Election Code, with the exception of the qualification of candidates.

The foregoing was proposed by Councilmember Floyd
with the motion the same be adopted.
Said Motion was seconded by Councilmember Biles
. The same was then put to a vote and Five
Councilmembers voted in favor of the ordinance, and 0
Councilmembers voted against the ordinance. Said motion was
thereupon declared passed and duly adopted this 9th day of
May, 1995.


Becky Craven, City Clerk,
City of Chamblee, Georgia

Approved this 13th day
of June, 1995.


The Honorable Johnson W. (Dub) Brown
Mayor, City of Chamblee, Georgia

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF CLARKSTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2013, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Clarkston, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and
- k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections,

and/or the County Election Supervisor in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all reasonable costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City Election is contested and a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the

Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:	Elections Supervisor 4380 Memorial Drive Suite 300 Decatur, Georgia 30032
With a copy to:	County Attorney 1300 Commerce Drive, 5th Floor Decatur, Georgia 30030
If to the City:	City Manager City of Clarkston 1055 Rowland Street Clarkston, GA 30021
With a copy to:	City Attorney Wilson, Morton & Downs, LLC 125 Clairemont Avenue, Suite 420 Decatur, GA 30030

ARTICLE 10 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12
SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 13
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 14
COUNTERPARTS

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

October 29, 2013

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

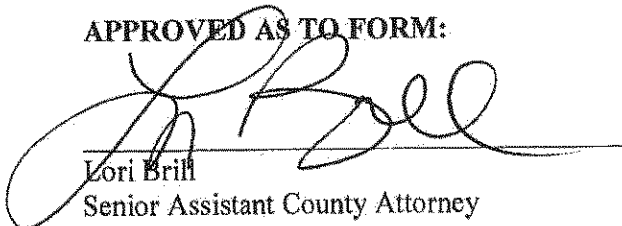
DEKALB COUNTY, GEORGIA

By: _____ Dir. (SEAL)
Lee May
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Barbara H. Sanders, CCC Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:



Lori Brill
Senior Assistant County Attorney

APPROVED AS TO SUBSTANCE:



H. Maxine Daniels Director
DeKalb County Board of Registrations and Elections

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

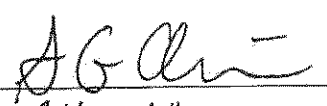
October 29, 2013

CITY OF CLARKSTON, GEORGIA



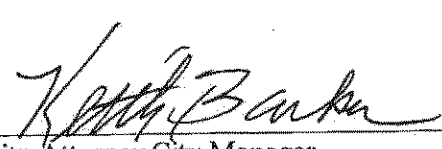
Mayor Municipal Clerk (SEAL) (SEAL)

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO SUBSTANCE:



City Attorney City Manager

October 29, 2013

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF CLARKSTON hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20__.

_____(SEAL)
Municipal Clerk

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF CLARKSTON _____ Election on _____.

This _____ day of _____, 20__.

_____(SEAL)
Elections Supervisor
DeKalb County Board of
Registrations and Elections

DeKalb County
Contract No. 97-6711

GEORGIA

DEKALB COUNTY:

97 SEP -5 AM 9:35

THIS AGREEMENT is made by and between the City of Decatur, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and both parties have been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold election(s); and,

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City of Decatur and DeKalb County by providing for the conduct of all elections required and permitted by law; and

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election(s) and City has adopted such an ordinance;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1.

This contract shall govern the conduct of any and all elections (hereinafter referred to as "Election"), including any and all runoffs which may be necessary.

2.

For each Election, City shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made not later than 60 days before the Election. Requests should be sent to the following address:

Linda W. Latimore
Elections Supervisor
DeKalb County Elections
1300 Commerce Drive, Room 102
Decatur, Georgia 30030

3.

The DeKalb County Board of Registrations and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the "Call" of the Election, publication of the legal notices required, and qualification of candidates, as permitted by O.C.G.A. § 21-3-10. Copies of said notices will be sent to the County. The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90 (a).

4.

Absentee voting shall be conducted at the location(s) designated by County.

5.

The City shall be responsible for all submissions required to the U. S. Justice Department under the Voting Rights Act of 1965.

6.

The cost of such elections shall be in accordance with O.C.G.A. § 21-3-10. County will submit an invoice to City in the form attached hereto as Exhibit B. City agrees to pay County the actual cost incurred by County in conducting Election as stated on invoice. City shall remit said funds to County within 30 days of the date of the invoice.

7.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

8.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

9.

This agreement shall continue in effect from its effective date from year to year, and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.

10.

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF DECATUR

(Seal)

Elizabeth Wilson
Mayor

8/18/97
date

Attest: Karen des Isles
Municipal Clerk

8/18/97
date

APPROVED AS TO FORM:

Thomas Davis
City Attorney

MUNICIPAL ELECTIONS AGREEMENT
CITY OF DECATUR

DEKALB COUNTY, GEORGIA

(Seal)

DeKalb County
Contract No. 97-6711

BY: *Liane Levetan* 10-31-97
date

Liane Levetan
Chief Executive Officer
DeKalb County, Georgia

ATTEST: *Michael J. Bell* 10-31-97
date

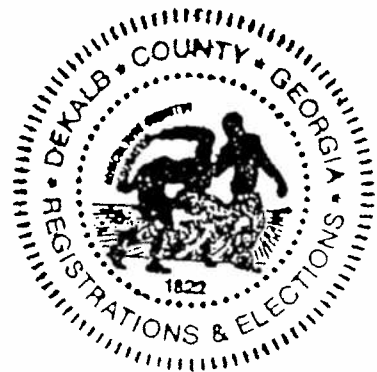
Michael J. Bell
Ex Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Asst *Kathleen A. Ward*
County Attorney

APPROVED AS TO SUBSTANCE:

Linda W. Latimore
DeKalb County Board of Registrations
and Elections




(Seal)

EXHIBIT A

As per Agreement previously approved, The City of Decatur hereby requests that DeKalb County conduct the City of Decatur
_____ general _____ election on _____ November 4, 1997 _____.

The last day to register to vote in this election is October 6, 1997. The absentee poll will be located in the Maloof Center, 1300 Commerce Drive, Decatur, in room 101.

This _____ 18th _____ day of _____ August _____, 19 _____ 97 _____.

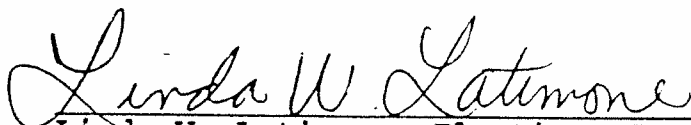


Municipal Clerk

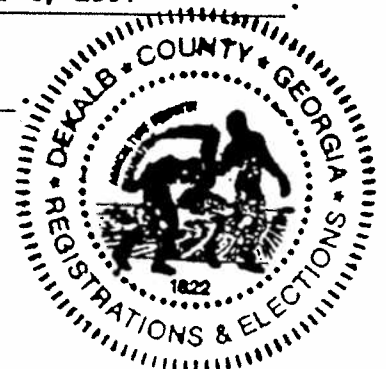
(Seal)

The DeKalb County Board of Registrations and Elections agrees to conduct the City of Decatur election on _____ November 4, 1997 _____.

This _____ 5th _____ day of _____ September _____, 19 _____ 97 _____.



Linda W. Latimore, Elections Supervisor
DeKalb County Board of Registrations
and Elections



(Seal)

LINDA W. LATIMORE
LECTIONS SUPERVISOR
(404) 371-2241 TDD (404) 371-3203
FAX (404) 371-2359



Board of Registrations and Elections

Manuel J. Maloof Center - Room 102
1300 Commerce Drive
Decatur, Georgia 30030

BOARD MEMBERS
EDIE J. NORBURY
SAMUEL E. TILLMAN
BRUCE COWIE
JEFFERY L. BOYD
JEFFREY A. SKELTON

EXHIBIT B

Date

City of Decatur

Date of Election: November 4, 1997

INVOICE FOR CONDUCTING ABOVE ELECTION:

City shall remit said funds to County within 30 days of receipt of invoice. Please make check payable to DeKalb County.



DeKalb Voter
Registration
& Elections

INVOICE FOR MUNICIPAL ELECTION COSTS

CITY OF DECATUR
DATE - NOVEMBER 4, 1997

1. COST OF OPERATING PRECINCTS:	
Poll Worker Salaries	\$2,540.00
Area Manager Salaries	137.20
Rental of facilities	100.00
School cost	268.67
2. COST OF OPERATING ABSENTEE POLL:	
Extra help and O.T.-V/R Office	484.00
Postage	38.20
3. PRINT COST:	
Ballots	574.23
Ballot label pages	30.00
4. ELECTION NIGHT WORKERS:	
Check-in, Dup., etc.	179.60
Security-Callaway Building & office	73.20
5. ADDITIONAL EXPENSE-VOTER REGISTRATION OFFICE:	
Extra Help and O.T.-V/R Office	1,328.00
Legal advertising	20.00
Administrative fee	50.00
6. WAREHOUSE COST:	
Temp. Employees-Salaries	620.00
7. TRANSPORTING VOTING EQUIPMENT:	
Salaries-Delivery personnel	56.80
8. COUNTY PAID BENEFITS:	
F.I.C.A.	208.20
Pension	24.20
Group Insurance	74.40

TOTAL \$6,806.70

1075-5210 604.23

1075-5330 6202.47

GEORGIA

DEKALB COUNTY: The City of Doraville contracts with DeKalb County for election services for each municipal election using this form agreement. There is no agreement in effect at this time.

THIS AGREEMENT entered into between the City of type municipality, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the State of Georgia hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia, Annotated, City may by ordinance authorize County to conduct such election and City has heretofore adopted such an ordinance:

NOW, THEREFORE, in consideration of the premises it is hereby agreed as follows:

1.

This contract shall govern the conduct of the following election hereinafter referred to as "election," including any and all run-offs which may be necessary: type municipality, gen or spec election to be held on (type date), and a Runoff on (type runoff date), if necessary.

2.

The DeKalb County Board of Registration and Elections shall operate as the "Superintendent" of the aforementioned election and shall perform any and all functions of the City or any of its officials in connection with the conduct of such election or runoff thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the budget therefor attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of \$ type amount for general for City of (type municipality) General Election and \$ (type runoff total for Runoff), if necessary. City shall remit said funds to County within 30 days of execution of this contract. Within ninety (90) days after the date of the

election or any run-off election related thereto, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the election. After this time, all other invoices received will be forwarded to the City for payment.

4.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the election. All legal services and defenses of litigation required by any Board or person arising from the afore-mentioned election(s) under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Legal Department at the expense of the City; provided, however, that all requests for legal assistance by the County from the City Attorney to provide such services shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph; provided, further, that the failure of the City Attorney's office to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as

contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

5.

City shall accept the qualifications of all candidates in the election but County shall perform all other functions in connection with such election.

6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF (type municipality)

(Seal)

Mayor

Attest: _____

Municipal Clerk

APPROVED AS TO FORM:

City Attorney

DEKALB COUNTY

(Seal)

Chairman,
Board of Commissioners

Attest: _____
Clerk to Commission

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO SUBSTANCE:

(Seal)

DeKalb County Board of Registration
and Elections

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 23 day of July, 2014, between DeKalb County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Dunwoody, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, both parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to enter into such an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a city may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the DeKalb County Board of Registrations and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections (hereinafter referred to as "City Election") which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City Election which was the subject of the request.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of DeKalb County, Georgia and will terminate on December 31, 2063, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election, the BRE and/or the County Election Supervisor, or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;

- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.
- f) Performing duties of election superintendent/supervisor, and absentee ballot clerk for City Elections;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and
- k) Preparing and submitting timely requests for Preclearance of voting precinct changes to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965.

3.2 The City shall be responsible for:

- a) Adopting Election Resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and Calls for Special City Elections ("the Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- b) Submitting Preclearance requests, as necessary, to the Department of Justice, Civil Rights Division under Section V of the Voting Rights Act of 1965, including, but not limited to the submission of a request to allow for district changes or Calls for Special City Elections;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-ins, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding Calls, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;

- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the State of Ethics Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- h) Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- i) Providing the County with a detailed map showing the City's Municipal Boundaries and Voting District Boundaries;
- j) For all aspects related to the issuance of bonds by the City, except for City referendum election duties specifically requested of the County as provided herein;
- k) Notifying the County immediately of the need for a Special City Election including election races and/or ballot referendum questions;
- l) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- m) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- n) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- o) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

Pursuant to this Agreement and O.C.G.A. § 21-2-2-45(c) now and as it may be amended hereafter, the City shall pay to the County all costs incurred in performing the functions agreed upon herein. City agrees to pay County the actual costs incurred by County in conducting City Elections as stated on the County's invoice. City shall remit said funds to County within thirty (30) days of receipt of invoice.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, or if any City Election is contested, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and/or the County Election Supervisor in connection with

any City Election held pursuant to this Agreement. If the County utilizes members of the County Attorney's Office to defend said claims against the agents or employees of the County, the BRE or the Elections Supervisor, the cost to the City shall be equivalent to the average of the then current hourly rate that the County pays to retain outside counsel for transactional matters. Until further notified, the current rate will be \$200.00 per hour. However, this rate is subject to change over the lifetime of the Agreement. If the County determines that it is necessary to employ outside counsel to assist with the litigation, the County and the City shall make a joint determination on who to retain or whether such defense can be done by the City Attorney's Office in conjunction with the County Attorney's Office. The County and the City shall also agree on the cost of said additional or outside counsel and the distribution of liability of said cost between the City and the County. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement, with the exception that if the necessity for a second election is due to the negligence or improper performance of duties by any County employee or agent, BRE Agent or the Elections Superintendent, said second election shall be conducted without additional expense to the City.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County Voter Registrations and Elections and under the supervision of the Elections Supervisor.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Voter Registrations and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

ARTICLE 9 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Supervisor or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Elections Supervisor
 4380 Memorial Drive
 Suite 300
 Decatur, Georgia 30032

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: City Manager
 City of Dunwoody
 41 Perimeter Center East
 Suite 250
 Dunwoody, Ga 30346
 770-396-4705 (facsimile)

With a copy to:

City Attorney
City of Dunwoody
41 Perimeter Center East
Suite 250
Dunwoody, Ga 30346
770-396-4705 (facsimile)

ARTICLE 10 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 11 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 12 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 13 BINDING EFFECT

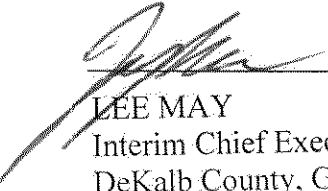
This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 14
COUNTERPARTS**

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

DEKALB COUNTY, GEORGIA



LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

Dir. (SEAL)


7/23/2014

ATTEST:




BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:



H. MAXINE DANIELS
Director
DeKalb County Board of Registrations
and Elections

APPROVED AS TO FORM:



LORI BRILL
Senior Assistant County Attorney

CITY OF DUNWOODY, GEORGIA



MICHAEL G. DAVIS (SEAL)
Mayor



SHARON LOWERY
Municipal Clerk

APPROVED AS TO SUBSTANCE:

WA. HT

WARREN HUTMACHER
City Manager

APPROVED AS TO FORM:

[Signature]

City Attorney

EXHIBIT A

As per the Agreement executed on _____, THE CITY OF DUNWOODY hereby requests that DeKalb County conduct its _____ Election on _____. The last day to register to vote in this election is _____. The absentee poll will be located at 4380 Memorial Drive, Decatur, Georgia, 30032.

This _____ day of _____, 20____.

Municipal Clerk (SEAL)

The DeKalb County Board of Registrations and Elections agrees to conduct the CITY OF DUNWOODY _____ Election on _____.

This _____ day of _____, 20____.

Elections Supervisor
DeKalb County Board of Registrations and
Elections (SEAL)

GEORGIA

DEKALB COUNTY: The City of Lithonia contracts with DeKalb County for election services for each municipal election using this form agreement. There is no agreement in effect at this time.

THIS AGREEMENT is made by and between the City of Lithonia, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and both parties have been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold election(s); and,

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City of Lithonia and DeKalb County by providing for the conduct of all elections required and permitted by law; and

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ~~ordinance~~ ^{Resolution AR} authorize County to conduct such election(s) and City has adopted such an ~~ordinance~~ ^{Resolution};

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1.

This contract shall govern the conduct of any and all elections (hereinafter referred to as "Election"), including any and all runoffs which may be necessary, at the sole option of the City.

2.

For each Election, City at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made not later than 60 days before the Election. Requests should be sent to the following address:

Linda W. Latimore
Elections Supervisor
DeKalb County Elections
1300 Commerce Drive, Room 102
Decatur, Georgia 30030

3.

Upon receipt of a request from the City, the DeKalb County Board of Registrations and Elections shall perform the duties of the "Superintendent" of the Election with the exception of the "Call" of the Election, publication of the legal notices required, and qualification of candidates, as permitted by O.C.G.A. § 21-3-10. Copies of said notices will be sent to the County. The City shall collect and retain the qualification fee under O.C.G.A. § 21-3-90 (a).

4.

Absentee voting shall be conducted at the location(s) designated by County.

5.

The City shall be responsible for all submissions required to the U. S. Justice Department under the Voting Rights Act of 1965.

6.

The cost of such elections shall be in accordance with O.C.G.A. § 21-3-10. County will submit an invoice to City in the form attached hereto as Exhibit B. City agrees to pay County the actual cost incurred by County in conducting Election as stated on invoice. City shall remit said funds to County within 30 days of the date of the invoice.

7.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the

City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

8.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

9.

This agreement shall continue in effect from its effective date from year to year, and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.

10.

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes in this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF LITHONIA

(Seal)

Mervin W. Glenn
Mayor

3/10/97
date

Attest: Ann Ray
Municipal Clerk

3/10/97
date

APPROVED AS TO FORM:

City Attorney

MUNICIPAL ELECTIONS AGREEMENT
CITY OF LITHONIA

DEKALB COUNTY

(Seal)

BY: _____

date

Liane Levetan
Chief Executive Officer
DeKalb County, Georgia

ATTEST: _____

date

Ex Officio Clerk of the
Chief Executive Office and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO SUBSTANCE:

DeKalb County Board of Registrations
and Elections

(Seal)

EXHIBIT A

As per Agreement previously approved, The City of Lithonia

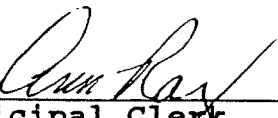
_____ hereby requests that

DeKalb County conduct their Special election

on March 18, 1997. The last day to register to vote in

this election is February 18, 1997. The absentee poll will be located in the Maloof Center, 1300 Commerce Drive, Decatur, in room 101.

This 10th day of March, 1997.


Municipal Clerk

(Seal)

The DeKalb County Board of Registrations and Elections agrees to conduct the City of Lithonia election on

_____.

This _____ day of _____, 19____.

Linda W. Latimore, Elections Supervisor
DeKalb County Board of Registrations
and Elections

(Seal)

GEORGIA

DEKALB COUNTY:

THIS AGREEMENT entered into between the City of PINE LAKE municipal corporation lying wholly or partially within the County of DeKalb, Georgia (hereinafter referred to as "City") and DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia Annotated, City may by ordinance authorize County to conduct such election and City has adopted such an ordinance:

5.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the Election. All legal services and defenses of litigation required by any Board or person arising from the Election(s) conducted under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Law Department at the expense of the City; provided, however, that all requests for legal assistance shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph. The failure of the City Attorney's office to respond within fifteen days to a request made hereunder shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

MUNICIPAL ELECTION AGREEMENT
CITY OF PINE LAKE

DEKALB COUNTY

(Seal)

BY: Liane Levetan

10/18/95
date

Liane Levetan
Chief Executive Officer
DeKalb County, Georgia

ATTEST: Joyce B. Eastman

10/19/95
date

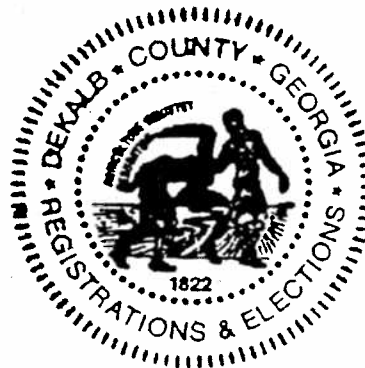
Ex Officio Clerk of the
Chief Executive Office and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

Handwritten Signature
County Attorney

APPROVED AS TO SUBSTANCE:

Linda W. Littlemore
DeKalb County Board of Registrations
and Elections



(Seal)

GEORGIA

DEKALB COUNTY: The City of Stone Mountain contracts with DeKalb County for election services for each municipal election using this form agreement. There is no agreement in effect at this time.

THIS AGREEMENT entered into between the City of type municipality, a municipal corporation lying wholly or partially within the County of DeKalb, Georgia, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the State of Georgia hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City in the performance of its governmental functions will hold the election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Municipal Election Code, particularly Section 21-3-10 of the Official Code of Georgia, Annotated, City may by ordinance authorize County to conduct such election and City has heretofore adopted such an ordinance:

NOW, THEREFORE, in consideration of the premises it is hereby agreed as follows:

Stone Mountain

1.

This contract shall govern the conduct of the following election hereinafter referred to as "election," including any and all run-offs which may be necessary: type municipality, gen or spec election to be held on (type date), and a Runoff on (type runoff date), if necessary.

2.

The DeKalb County Board of Registration and Elections shall operate as the "Superintendent" of the aforementioned election and shall perform any and all functions of the City or any of its officials in connection with the conduct of such election or runoff thereof, except as hereinafter provided.

3.

The cost of such elections shall be in accordance with the budget therefor attached hereto as Exhibit "A" and made a part of hereof by reference. City agrees to pay County the original sum of \$ type amount for general for City of (type municipality) General Election and \$ (type runoff total for Runoff), if necessary. City shall remit said funds to County within 30 days of execution of this contract. Within ninety (90) days after the date of the

election or any run-off election related thereto, whichever is last to occur, County shall furnish to City a complete statement showing all costs and expenses incurred in the election. After this time, all other invoices received will be forwarded to the City for payment.

4.

The County shall not be financially responsible for any liability resulting from or furnishing of any services in the form of legal opinions or defenses in connection with any litigation arising by reason of the election. All legal services and defenses of litigation required by any Board or person arising from the afore-mentioned election(s) under this contract shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Superintendent shall have authority to engage the DeKalb County Legal Department at the expense of the City; provided, however, that all requests for legal assistance by the County from the City Attorney to provide such services shall be communicated in writing before the City will be obligated to pay for legal services under this paragraph; provided, further, that the failure of the City Attorney's office to respond to a request made hereunder, within a reasonable time, shall be deemed to be a refusal to furnish such services. County shall notify City in writing of its determination that the City has failed to respond as

contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

5.

City shall accept the qualifications of all candidates in the election but County shall perform all other functions in connection with such election.

6.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals pursuant to resolutions of their governing bodies duly adopted and entered on the Minutes thereof.

CITY OF (type municipality)

(Seal)

Mayor

Attest: _____
Municipal Clerk

APPROVED AS TO FORM:

City Attorney

DEKALB COUNTY

(Seal)

**Chairman,
Board of Commissioners**

Attest: _____
Clerk to Commission

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO SUBSTANCE:

(Seal)

**DeKalb County Board of Registration
and Elections**



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Personnel

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities, DeKalb County, and City of Atlanta.	Jurisdictions will provide costs for its own service.

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Property Tax Collections / Tax Billing

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

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Doraville, Atlanta, Avondale Estates	Pine Lake - D, jurisdiction provides own cost for services with an IG with DeKalb
Brookhaven, Chamblee, Clarkston,	County.
Dunwoody, Lithonia, Stone Mountain	
All listed above have I-G agreements.	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven

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

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

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

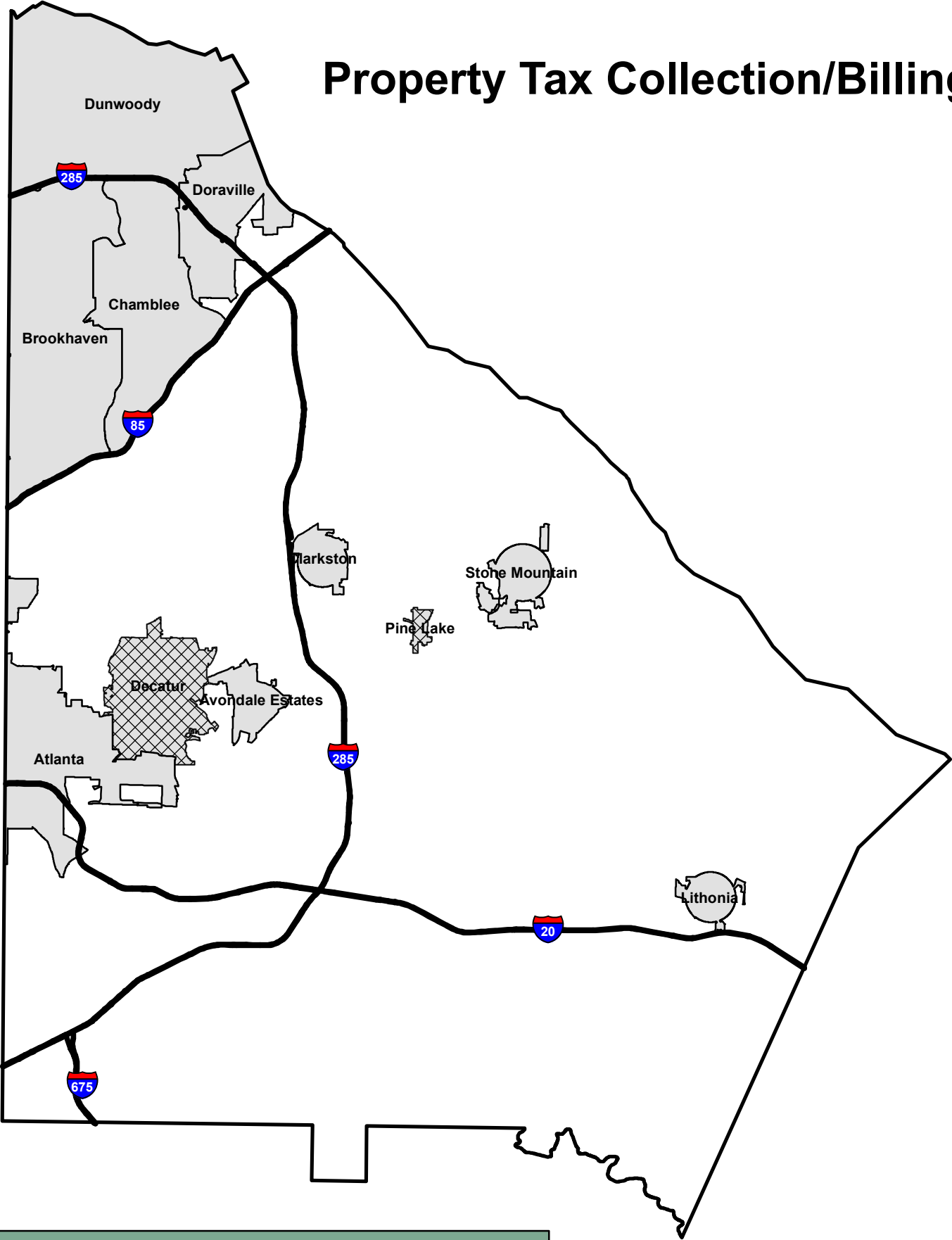
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

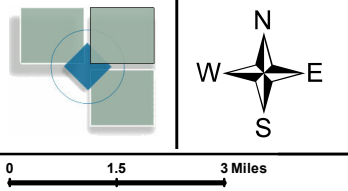
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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



Property Tax Collection/Billing



Department of Planning & Development - Long Range Planning Section



Property Tax Collection/Billing

-  Service Provided by DeKalb County
-  Municipality Responsible for Service

Created: 11/18/10
Source: DeKalb County Planning & Development Dept/GIS Dept
Atlanta Regional Commission

Property Tax Collection / Billing - Explanation for continuing arrangement.

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

FOR USE BY COMMISSION OFFICE/CLERK ONLY

ACTION : 2014-07-08 Item D1

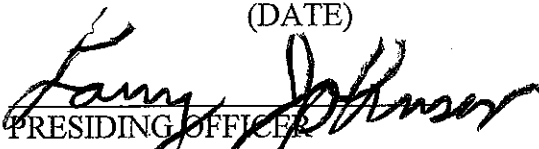
MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.

MOTION was made by Jeff Rader, seconded by Kathie Gannon to Amend Budget with Resolution digest Scenario B on Millage Rate. 2-4-0-0 vote. Commissioners Rader and Gannon in favor. No action for lack of four votes.

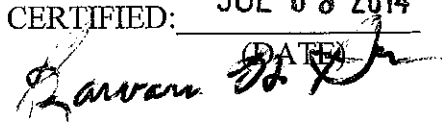
MOTION was made by Jeff Rader, seconded by Elaine Boyer and passed 6-0-0-0 to approve the Substitute with Amendment to reserve increase for the Ethics Board until such time we receive a proposal from Ethics Board on how to spend the money. 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. [Note: This Motion is separate from the Main Motion to approve Substitute.]

MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer and passed 4-2-0-0 to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.

ADOPTED: JUL 08 2014
(DATE)


PRESIDING OFFICER
DEKALB COUNTY BOARD OF
COMMISSIONERS

CERTIFIED: JUL 08 2014
(DATE)


CLERK,
DEKALB COUNTY BOARD
OF COMMISSIONERS

FOR USE BY INTERIM CHIEF EXECUTIVE OFFICER ONLY

APPROVED: JUL 18 2014
(DATE)


INTERIM CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETOED: _____
(DATE)

CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES: Viola Davis, 909 Rays Road, Stone Mountain, Ga. 30083, Faye Coffield, 3261 Chaparral Way, Lithonia, Ga. 30036, spoke in support.

Attachment B

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2014

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2014 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$1.67 per every \$1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
2. A Tax of \$9.03 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); and to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80).
3. A Tax of \$12.79 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County, nonbasic police protection (0.62), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
4. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General

Attachment B

County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

5. A Tax of \$12.36 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.19), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
6. A Tax of \$14.63 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (2.46) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
7. A Tax of \$9.58 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts,

Attachment B

- Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to pay expenses of County nonbasic police protection (0.28), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.
8. A Tax of \$12.17 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 9. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 10. A Tax of \$14.95 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County

Attachment B

basic and nonbasic police protection (2.58); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

11. A Tax of \$15.38 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (3.01), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
12. A Tax of \$12.61 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.44), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
13. A Tax of \$19.54 per every \$1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph

Attachment B

I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (6.18), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (1.46), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87). Pursuant to O.C.G.A. 33-8-8.3, \$26,046,015.12 received from the Insurance Premium Tax in 2013 will be expended for police protection, fire protection and other services in the unincorporated areas.

Adopted this 8th day of July 2014, by the DeKalb County Board of Commissioners.

LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 8th day of July, 2014.

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:

O.V. BRANTLEY

DeKalb County Service Delivery Strategy 2014

Legal/Judicial Services in DeKalb Municipalities and Atlanta

Legal/Judicial Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Municipal/ Recorders Court	D	D	D	D	D	D	D	D	D	D	D	D
Public Defender	D	C	C	C	C	C	C	C	C	C	C	D
Solicitor	D	C	C	C	C	C	C	C	C	C	C	D
Local Government Attorney	D	C	C	C	C	C	C	D	C	C	C	D

Definitions

MUNICIPAL / RECORDERS COURT	Includes Judges and Clerks.
PUBLIC DEFENDER	Self explanatory.
SOLICITOR	Self explanatory.
LOCAL GOVERNMENT	Self explanatory.

D: Direct

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement

C: Contract

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

DC: DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Municipal / Records Court

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Cities of Atlanta, Avondale Estates,	Jurisdictions will provide the cost for this service.
Brookhaven, Chamblee, Clarkston,	
Decatur, Doraville, Dunwoody,	
Lithonia, Pine Lake, and	
Stone Mountain.	
DeKalb County	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Public Defender

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities	Funding is under contract with a private company
DeKalb County	General Fund & Indigent Defense Fund
City of Atlanta	Jurisdiction will provide costs for this service

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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
Contracts with Private	Each of the following cities w/ their own private	N/A
Companies	companies: Avondale Estates, Brookhaven, Chamblee,	
	Clarkston, Decatur, Doraville, Dunwoody, Lithonia,	
	Pine Lake, and Stone Mountain.	
	Atlanta provides it's own services.	

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:DEKALB COUNTY

Service:Solicitor

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities	Funding is under contract with a private company
DeKalb County	General Fund & Indigent Defense Fund
City of Atlanta	Jurisdiction will provide cost for service

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Contract w/ private company	Each of the following cities w/ a private company:	N/A
	Avondale Estates, Brookhaven, Chamblee, Clarkston,	
	Decatur, Doraville, Dunwoody, Lithonia, Pine Lake,	
	and Stone Mountain.	
	City of Atlanta provides it's own service.	

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Local Government Attorney

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Cities of Avondale Estates, Lithonia, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Pine Lake, and Lithonia.	Funding is under contract with a private company
Cities of Atlanta and Dunwoody	Jurisdiction will provide cost for this service
DeKalb County	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Contract w/ private company	Each of the following cities w/ private company:	
	Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Lithonia, Pine Lake, and Stone Mountain.	
	DeKalb provides it's own service.	
	Atlanta and Dunwoody provide their own services.	N/A

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

DeKalb County Service Delivery Strategy 2014

Public Safety Services in DeKalb Municipalities and Atlanta

Public Safety	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Police (Basic)	D	D/DC	D	D	D/DC	D	D	D	D/DC	D/DC	D	D
Police (Non-basic)	D	DC	D	DC	DC	D/DC	D	D	DC	DC	DC	D
Sheriff /Jail & Evictions	DC	DC	DC	DC	DC	DC	DC	DC	D-DC	DC	DC	D
Marshall/ Real Estate & Warrants	D	D/DC	DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D/DC	D
Fire	D	DC	DC	DC-IG-DC	DC	D	DC	IG-DC	DC	DC	DC	D
Animal Control	IG-BOH	DC	DC	D	DC	D	D	DC	DC	DC	DC	D
EMS	DC	DC	DC	DC	DC	DC	DC	IG-DC	DC	DC	DC	D
911	D	IG-DC	D	D	D	D	D	IG-DC	DC	IG-DC	IG-DC	D
Dispatch	D	IG-DC	DC	D	D	D	D	IG-DC	DC	IG-DC	IG-DC	D
Medical Examiner	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	DC	D
Emergency Management	D	J-DC	J	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	J-DC	D

Definitions

POLICE- BASIC	Comprised of services performed by the uniform division, traffic unit, park patrol, criminal investigation, and crime scene investigation
POLICE-NON BASIC	Comprised of services performed by the aerial support unit, SWAT team, bomb squad unit, intelligence and permits, K-9 division, gang task force, drug task force, and homeland security division.
SHERIFF/JAIL & EVICTIONS	Self explanatory.
MARSHALL/REAL ESTATE & WARRANTS	Self explanatory.
FIRE	Self explanatory.
ANIMAL CONTROL	Self explanatory.
EMS	Self explanatory.
911	Self explanatory.
DISPATCH	Self explanatory.
MEDICAL EXAMINER	Self explanatory.
EMERGENCY MANAGEMENT	Self explanatory.

D: Direct (City)

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement

C: Contract

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

DC: DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Police (Basic)

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities	General Fund and Grants
DeKalb County	Special Tax District and Grants
City of Atlanta	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven. NOT A CHANGE/EXPLANATION ONLY: The way this service is described in these forms has been clarified by splitting what was previously one form for "Police" into two forms for "Police-Basic" and "Police-Nonbasic". This better reflects service delivery arrangements that were already in place between the County and Cities (other than Brookhaven) have not changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Resolution to Levy Taxes for 2014 and table.

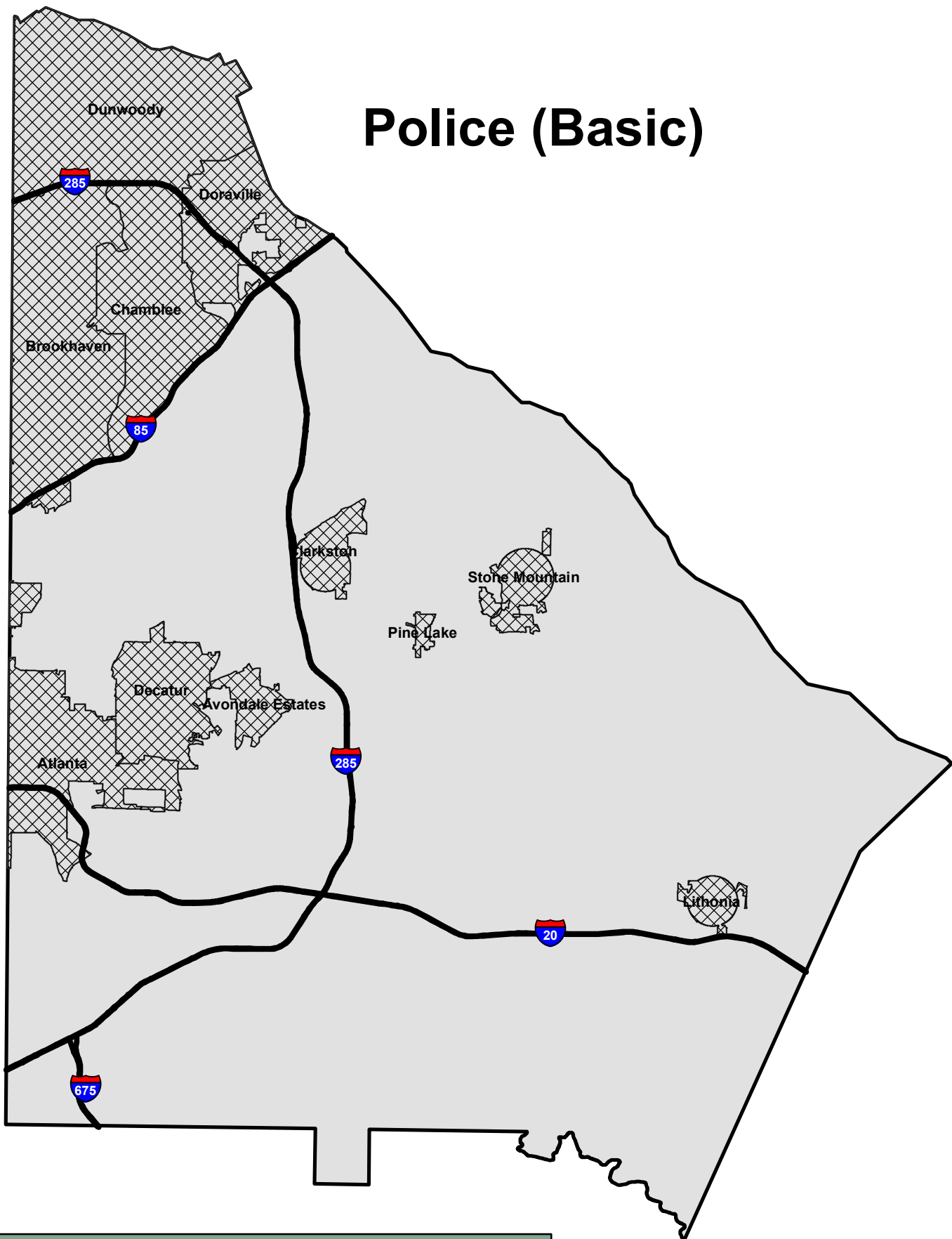
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015



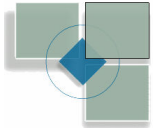
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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



Police (Basic)



Department of Planning & Sustainability- Long Range Planning Section



Police (Basic)

-  Municipality Responsible for Service
-  DeKalb County Responsible for Service



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Police (Non-Basic)

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities	General Fund and Grants
DeKalb County	Special Tax District and Grants
City of Atlanta	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven. NOT A CHANGE/EXPLANATION ONLY: The way this service is described in these forms has been clarified by splitting what was previously one form for "Police" into two forms for "Police-Basic" and "Police-Nonbasic". This better reflects service delivery arrangements that were already in place between the County and Cities (other than Brookhaven) have not changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Cities pay direct \$ nonbasic	Cities of: Atlanta, Brookhaven, Doraville, & Dunwoody	
City pay nonbasic w/DeKalb	Decatur	
DeKalb pay nonbasic police	Cities of: Avondale Estates, Chamblee, Clarkston,	
	Lithonia, Pine Lake, and Stone Mountain.	

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

Resolution to Levy Taxes for 2014 and table.

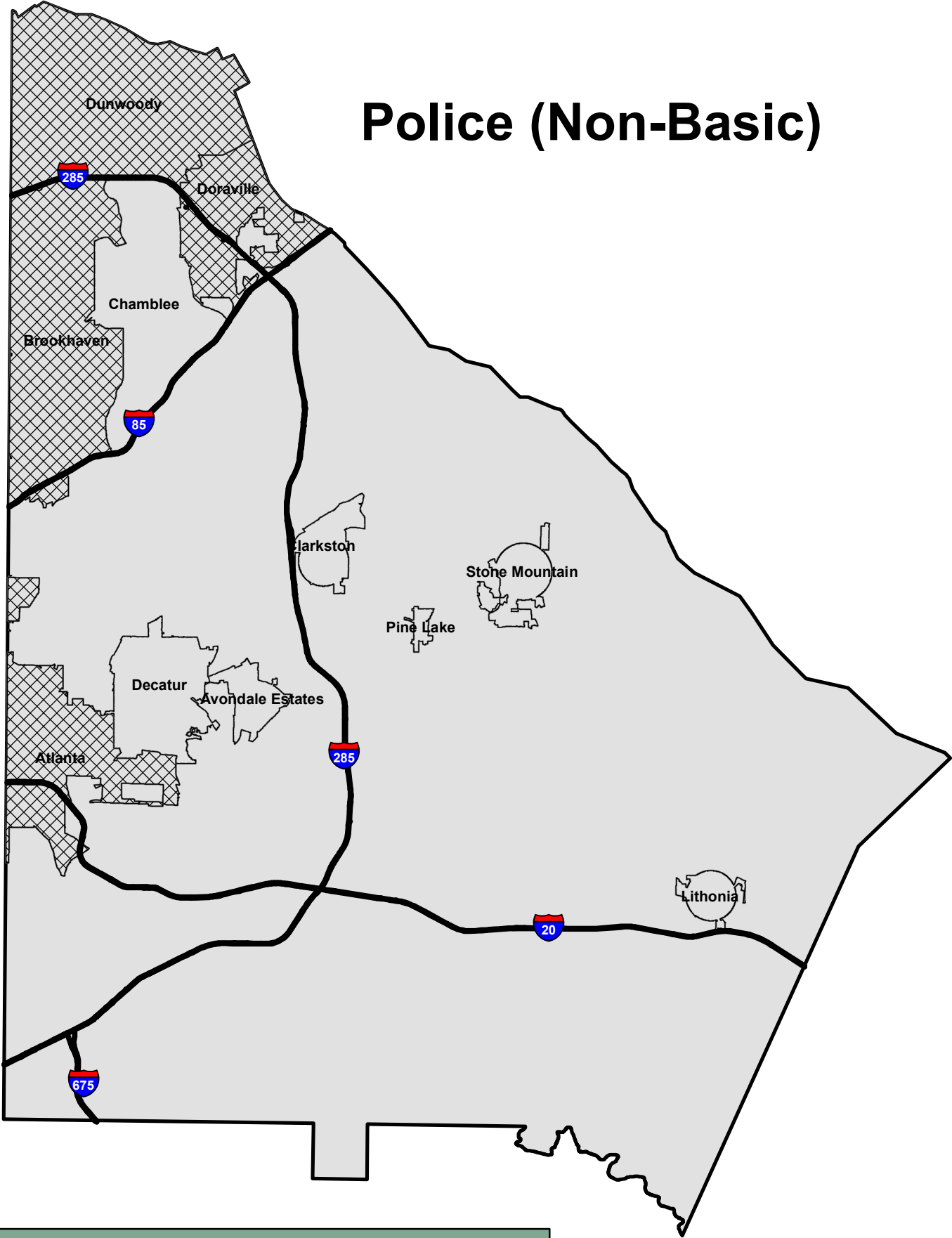
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

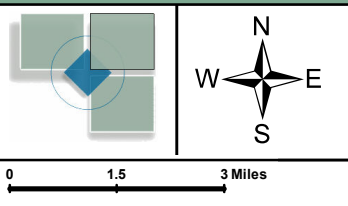
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Police (Non-Basic)



Department of Planning & Sustainability- Long Range Planning Section



Police (Non-Basic)

- DeKalb County Responsible for Service
- Municipality Responsible for Service

Explanation of Police Basic and Non-Basic Services

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

Municipalities Contributing to Special Tax District (Fund 271) Services
Based on Resolution to Levy Taxes for the Year 2014

Municipality	Police		Parks & Recreation	Roads & Drainage
	Basic	Non-Basic		
Atlanta - 61	No	No	No	No
Avondale Estates - 14	No	Yes	No	Yes
Chamblee - 24	No	Yes	No	Yes
Clarkston - 34	Yes	Yes	No	Yes
Decatur - 92	No	Yes	No	Yes
Doraville - 44	No	No	No	Yes
Dunwoody - 50	No	No	No	No
Lithonia - 54	Yes	Yes	Yes	Yes
Pine Lake - 74	Yes	Yes	Yes	Yes
Stone Mountain - 84	No	Yes	No	Yes
Brookhaven	No	No	No	No
Unincorporated DeKalb	Yes	Yes	Yes	Yes

FOR USE BY COMMISSION OFFICE/CLERK ONLY

ACTION : 2014-07-08 Item D1

MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.


MOTION was made by Jeff Rader, seconded by Kathie Gannon to Amend Budget with Resolution digest Scenario B on Millage Rate. 2-4-0-0 vote. Commissioners Rader and Gannon in favor. No action for lack of four votes.

MOTION was made by Jeff Rader, seconded by Elaine Boyer and passed 6-0-0-0 to approve the Substitute with Amendment to reserve increase for the Ethics Board until such time we receive a proposal from Ethics Board on how to spend the money. 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. [Note: This Motion is separate from the Main Motion to approve Substitute.]

MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer and passed 4-2-0-0 to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.

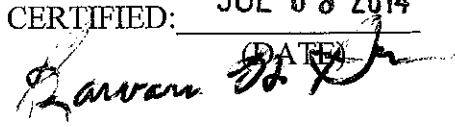
ADOPTED: JUL 08 2014

(DATE)


 PRESIDENT OFFICER
 DEKALB COUNTY BOARD OF
 COMMISSIONERS

CERTIFIED: JUL 08 2014

(DATE)


 CLERK,
 DEKALB COUNTY BOARD
 OF COMMISSIONERS

FOR USE BY INTERIM CHIEF EXECUTIVE OFFICER ONLY

APPROVED: JUL 18 2014

(DATE)


 INTERIM CHIEF EXECUTIVE OFFICER
 DEKALB COUNTY

VETOED: _____

(DATE)

 CHIEF EXECUTIVE OFFICER
 DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES: Viola Davis, 909 Rays Road, Stone Mountain, Ga. 30083, Faye Coffield, 3261 Chaparral Way, Lithonia, Ga. 30036, spoke in support.

Attachment B

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2014

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2014 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$1.67 per every \$1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
2. A Tax of \$9.03 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); and to provide for the expenditures designated in the contract with the **Fulton-DeKalb Hospital Authority** and the **DeKalb Hospital Authority** (0.80).
3. A Tax of \$12.79 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the **Fulton-DeKalb Hospital Authority** and the **DeKalb Hospital Authority** (0.80); to pay expenses of County, nonbasic police protection (0.62), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the **DeKalb County Special Services Tax Districts Act**, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the **DeKalb Fire Prevention District** (2.87).
4. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General

Attachment B

County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

5. A Tax of \$12.36 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.19), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
6. A Tax of \$14.63 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (2.46) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
7. A Tax of \$9.58 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts,

Attachment B

- Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to pay expenses of County nonbasic police protection (0.28), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.
8. A Tax of \$12.17 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 9. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 10. A Tax of \$14.95 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County

Attachment B

basic and nonbasic police protection (2.58); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

11. A Tax of \$15.38 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (3.01), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
12. A Tax of \$12.61 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.44), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
13. A Tax of \$19.54 per every \$1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph

Attachment B

I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (6.18), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (1.46), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87). Pursuant to O.C.G.A. 33-8-8.3, \$26,046,015.12 received from the Insurance Premium Tax in 2013 will be expended for police protection, fire protection and other services in the unincorporated areas.

Adopted this 8th day of July 2014, by the DeKalb County Board of Commissioners.

LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 8th day of July, 2014.

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:

O.V. BRANTLEY



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:*Sheriff/Jail & Evictions*

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Fund
City of Lithonia	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
	DeKalb & Atlanta, Avondale Estates, Brookhaven,	
	Chamblee, Clarkston, Decatur, Doraville	
	DeKalb with Lithonia, Dunwoody, and Stone Mountain	
	City of Brookhaven, Pine Lake, Lithonia, Dunwoody,	
	and Stone Mountain	

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?

Lithonia must assist with the cost along with DeKalb County.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Marshall

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities	General Fund
DeKalb County	General Fund
Ctiy of Atlanta	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven. NOT A CHANGE/EXPLANATION ONLY: The way this service is described in these forms has been clarified by splitting what was previously one form for "Marshalls/Real Estate & Warrants" into two forms for "Marshall" and "Real Estate & Warrants". This better reflects service delivery arrangements that were already in place between the County and Cities (other than Brookhaven) have not changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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?

Direct cost is to the City of Atlanta. DeKalb pays for services with the City of Brookhaven.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Real Estate and Warrants

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
All DeKalb Cities	General Fund
DeKalb County	General Fund
Ctiy of Atlanta	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven. NOT A CHANGE/EXPLANATION ONLY: The way this service is described in these forms has been clarified by splitting what was previously one form for "Marshalls/Real Estate & Warrants" into two forms for "Marshall" and "Real Estate & Warrants". This better reflects service delivery arrangements that were already in place between the County and Cities (other than Brookhaven) have not changed.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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?

Direct cost is to the City of Atlanta. DeKalb pays for services with the City of Brookhaven.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Fire

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Special Fire Tax District
Cities of Atlanta & Decatur	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	DeKalb County with Chamblee (inspections)	1/01/69 - year to year
IGA-Fire Rescue Services	Brookhaven & DeKalb County	
		Jan 2013 - Jul 2014

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

IG Resolution to levy taxes 2014; Avondale, Chamblee, Clarkston, Doraville, Dunwoody, Stone Mountain, Lithonia, Pine Lake. Resolution / DeKalb Co. BOC, between all cities except for Atlanta, Decatur, and Brookhaven.

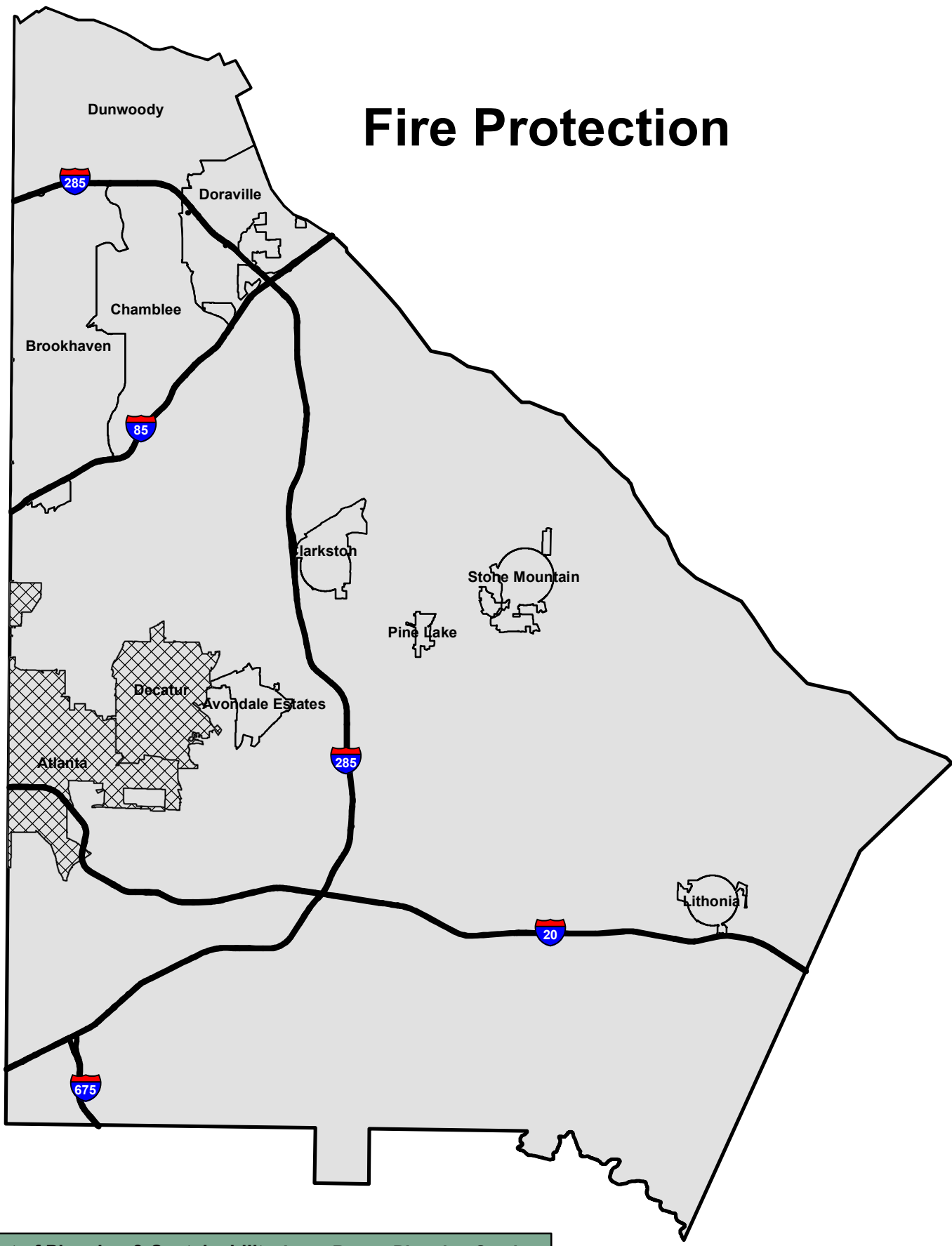
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

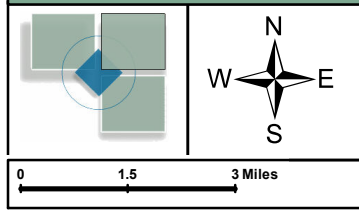
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Fire Protection



Department of Planning & Sustainability- Long Range Planning Section



Fire Protection	
	Service Provided by DeKalb County
	Municipality Responsible for Service

February 13, 2013

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FIRE RESCUE SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF BROOKHAVEN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT, is entered into by and between DeKalb County, Georgia ("County") and the City of Brookhaven, Georgia ("City").

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Brookhaven is a municipality created by the 2012 Georgia General Assembly pursuant to House Bill 636 (hereinafter referred to as "HB 636") ; and

WHEREAS, HB 636 provides that the city of Brookhaven begins operations December 17, 2012 and Section 6.03(c) requires the County to "...provide within the territorial limits of the City all government services and functions which DeKalb County provided prior to such date in 2012"; and

WHEREAS, the residents of Brookhaven have paid the same taxes as paid by residents of unincorporated DeKalb County for 2012 and the payment of those county taxes entitles the City and its residents to be provided with the 2012 county governmental services and functions until December 31, 2012 without any further compensation from the City or its residents to the County; and

WHEREAS, this intergovernmental agreement therefore only becomes effective on the date that the City will begin paying for services as set forth in this Agreement; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide fire rescue services within the boundaries of Brookhaven for a period of one year beginning January 1, 2013; and

WHEREAS, the County and the City further desire to establish the cost of fire rescue services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 PURPOSE AND INTENT

The purpose of this Agreement is to provide fire rescue services within the City.

ARTICLE 2 DEFINITIONS

For the purposes of the Agreement, the following terms shall be defined as:

2.1 **"Fire Chief"** means the director of the DeKalb County Fire and Rescue department or designee.

2.2 **"Fire Code"** means (1) those applicable provisions of state law related to fire rescue services, including the state fire safety rules, the International Fire Code and (2) those applicable provisions of the Code of Dekalb County, Georgia related to fire rescue services including but not limited to chapter 12 of the Code of Dekalb County, Georgia and (3) those applicable provisions of the Ordinances of the City of Brookhaven, Georgia that may be enacted during the term of this Agreement related to fire rescue services. .

2.2 **"Fire prevention tax district"** means the area of land in DeKalb County, Georgia that has been designated as the fire prevention tax district in which the County imposes and collects from the taxpayers in the district a separate fire tax for the purpose of defraying the cost of the County fire rescue services provided to the taxpayers in the district.

2.3 **"Fire Rescue Services"** means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, hazardous material response and emergency medical service transports service provided by County Fire and Rescue Department personnel.

ARTICLE 3 TERM OF AGREEMENT

The term of the Agreement is for one year, commencing January 1, 2013 at 0000 hours and concluding at 2400 hours on December 31, 2013. This Agreement shall automatically renew without further action by the City or County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all fire rescue services within its boundaries, unless extended by mutual Agreement by both governing bodies. The parties agree that, as December 17, 2014, the County's obligation (pursuant to O.C.G.A. 36-31-8 and Section 6.03 of HB 636) to provide the services covered by this Agreement shall terminate,.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For the fire rescue services to be rendered during the term of this Agreement, the

City agrees that the County shall remain entitled to impose and collect the fire prevention district tax annually in the same manner and at the same rate that such tax is imposed and collected within the portion of the DeKalb fire prevention tax district that is located in unincorporated DeKalb County. The City agrees to remain within the DeKalb fire prevention tax district and nothing in this Agreement shall preclude the County's right to continue to collect DeKalb fire prevention district taxes from the residents of the City for all fire rescue services originating within the City of Brookhaven.

4.2 The City agrees that County remains entitled to impose, collect and retain all ambulance transport fees. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County, whether in effect at the time of this agreement or approved by the DeKalb County Governing Authority at some future date. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for ambulance transport calls originating from within the City of Brookhaven.

ARTICLE 5 FIRE CHIEF

The Fire Chief will direct and manage the daily fire rescue operations in the City and supervise the delivery of fire rescue services contracted for in this Agreement.

ARTICLE 6 SERVICES

6.1 During the term of this Agreement, the County shall provide the same fire rescue services to the City as are provided in unincorporated area of DeKalb County. Such fire rescue services shall equal or exceed the fire rescue services provided by the County in 2012 within the area that comprises the City. The County shall provide fire rescue services on a continual 24-hour per day basis. The County and the City intend to enter into mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring fire departments.

6.2 Response times in the City shall remain consistent with those response times in unincorporated DeKalb County. County-wide response reports will be provided by the Fire Chief if requested by the City Manager.

6.3 All emergency incidents within the City shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS). During the term of this agreement, the City agrees that it will not adopt any ordinance that in any way amends, repeals or replaces the applicable fire rescue provisions of the Code of DeKalb County, Georgia, including but not limited to chapter 12 of the Code of DeKalb County, Georgia and any amendments thereto without the written consent of the Fire Chief. Such consent shall not be unreasonably withheld.

ARTICLE 7 EQUIPMENT

The County agrees to provide DeKalb County fire and rescue personnel assigned to work within the City with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon fire rescue services, in accordance with DeKalb County Fire and Rescue department policies and procedures. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. All DeKalb County Fire and Rescue Officers assigned hereunder shall wear the uniform and insignia as issued and ordered by the DeKalb County Fire and Rescue Department.

ARTICLE 8 AUTHORITY TO ENFORCE THE LAW IN BROOKHAVEN

8.1 The Fire Chief shall designate the fire rescue officers to take an oath administered by an official authorized by the City of Brookhaven to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking fire rescue duties pursuant to this Agreement to enforce the fire code.

8.2 Every fire and rescue officer of the County assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the "police powers" of the County that are necessary to provide the fire rescue services within the scope of this Agreement.

8.3 The Fire Chief shall be and hereby is vested with the additional power to enforce the fire code, to make arrests or issue citations incident to the enforcement of the fire code, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the fire code is made for the sole and limited purpose of giving official and lawful status to the performance of fire rescue services provided by fire and rescue officers within the City of Brookhaven.

8.4 Fire and Rescue officers shall enforce the fire code and shall appear in the Municipal Court of the City of Brookhaven as necessary to prosecute cases made therein. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the fire rescue officers working within the City.

ARTICLE 9 EMPLOYMENT STATUS

All County Fire and Rescue Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All County Fire and Rescue Department personnel operating in the City as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the DeKalb County Fire and Rescue

Department command structure. Fire and rescue personnel are under the supervision of the DeKalb County Fire Chief.

ARTICLE 10 FIRE INSPECTION AND PREVENTION

10.1 The County shall also provide “fire inspection and prevention services” which include, but are not limited to, the following:

- a. review of all interior finished, new structures, additions and renovation of all commercial buildings and multi-family buildings, whether existing or to be constructed in the City;
- b. Reviewing plans for both new construction and renovations of existing structures;
- c. Final inspections for all commercial and multi-family buildings;
- d. Inspections for business licenses or change of occupancy;
- e. Inspections required for setting occupancy loads;
- f. Enforcement of fire lane and handicap parking regulations; and
- g. Enforcement of the fire code.

10.2 The County shall be entitled to collect the plan review, permit and inspection fees in connection with commercial and multi-family buildings constructed or renovated in the City if such structures or plans are reviewed or inspected by the Fire and Rescue Department. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County for similar permits, inspections and plan reviews, whether in effect at the time of this agreement or as approved by the DeKalb County Governing Authority at some future date.

10.3 Construction plans and accompanying documents for all buildings subject to the provisions of this Agreement shall be submitted to the Fire Chief. Interior finish work and minor building additions may make use of the Fire and Rescue department “walk through” process.

10.4 Following completion of final inspection of commercial and multi-family buildings by the Fire Chief:

- a. The City shall not issue any Certificate of Occupancy without the express written approval of the Fire Chief.
- b. The City shall issue the Certificate of Occupancy when the City is satisfied that the project has complied with all City requirements.
- c. The City shall be responsible for notifying utilities companies in connection with the issuance of Certificates of Occupancy.
- d. The issuance of the Certificate of Occupancy by the City shall in no way obligate the City to make any plan review or inspections of the building, and it is specifically agreed that the City shall have the right to rely upon the plan review and inspections performed by the Fire Chief.

10.5 Retaining walls, tents, signs, greenhouses, satellite dishes, Christmas tree lots, emission inspections stations, and similar projects or structures shall not be subject to the

provisions of this Agreement, and the City shall continue to issue permits and/or approvals for such projects.

10.6 Both the City personnel and the County Fire and Rescue officers are authorized to issue citations for violations of the fire code.

10.7 The City shall be responsible for inspections of all erosion control and site work on all projects within the City.

10.8 The City shall be responsible for enforcement of building code requirements and shall issue all citations necessary to prosecute any building code violations in the Municipal Court of Brookhaven.

ARTICLE 11 RECORDKEEPING AND REPORTING

The County Fire and Rescue Department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Fire and Rescue Department activity within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 12 CITY – COUNTY RELATIONS

The DeKalb County Fire Chief will notify the City Manager in the event of a significant fire rescue emergency situation within the City. The DeKalb County Fire Chief and City Manager shall designate what they consider “significant” by a memorandum. The County shall be the sole provider of services within the city that require sworn fire rescue personnel during the term of this Agreement.

ARTICLE 13 TRANSITION

The County and City agree that 90 days prior to the end date of this Agreement, the City Manager and Executive Assistant will meet and confer to effect a smooth transition.

ARTICLE 14 TERMINATION AND REMEDIES

14.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

14.2 On December 17, 2014 at 2400 hours, the parties agree that the County's obligation pursuant to O.C.G.A. 36-31-8 and Section 6.03 of HB 636 to provide the government functions and services described in this Agreement shall terminate as contemplated by O.C.G.A. 36-31-8 and Section 6.03 of HB 636.

14.3 Beginning December 18, 2014 at 0000 hours, the County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

14.4 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 Manual Maloof Building
 1300 Commerce Drive, 6th Floor
 Decatur, Georgia 30030

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: City Manager
 City of Brookhaven
 200 Ashford Center North
 Suite 150
 Atlanta, GA 30338

With a copy to: City Attorney
 City of Brookhaven
 200 Ashford Center North
 Suite 150
 Atlanta, GA 30338

ARTICLE 16

EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 17 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 19 SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 20 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 21

INDEMNITY

21.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

21.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

21.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

ARTICLE 22 COUNTERPARTS

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

February 13, 2013

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This _____ day of _____, 2013.

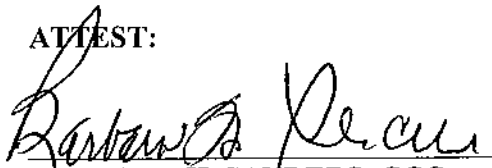
DEKALB COUNTY, GEORGIA



LEE MAY

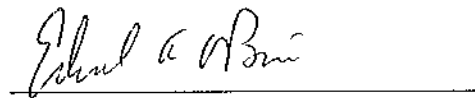
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:



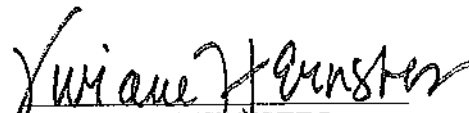
BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:




EDWARD A. O'BRIEN
Chief, DeKalb County Fire Rescue

APPROVED AS TO FORM:



VIVIANE H. ERNSTES
Chief Asst. County Attorney

CITY OF BROOKHAVEN, GEORGIA



_____(SEAL)
J. MAX DAVIS
Mayor




SUSAN D. HIOTT, MMC
Municipal Clerk

APPROVED AS TO SUBSTANCE:



MARIE L. GARRETT
Interim City Manager

APPROVED AS TO FORM:



WILLIAM F. RILEY, JR.
City Attorney

FIRE

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

Attachment B

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2014

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2014 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$1.67 per every \$1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
2. A Tax of \$9.03 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); and to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80).
3. A Tax of \$12.79 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County, nonbasic police protection (0.62), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
4. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General

Attachment B

County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

5. A Tax of \$12.36 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.19), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
6. A Tax of \$14.63 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (2.46) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
7. A Tax of \$9.58 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts,

Attachment B

Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to pay expenses of County nonbasic police protection (0.28), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.

8. A Tax of \$12.17 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
9. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
10. A Tax of \$14.95 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County

Attachment B


basic and nonbasic police protection (2.58); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

11. A Tax of \$15.38 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (3.01), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
12. A Tax of \$12.61 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.44), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
13. A Tax of \$19.54 per every \$1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph

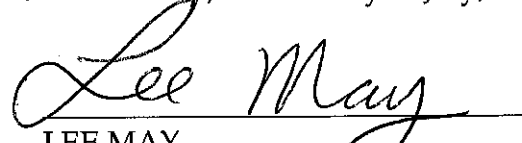
Attachment B

I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (6.18), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (1.46), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87). Pursuant to O.C.G.A. 33-8-8.3, \$26,046,015.12 received from the Insurance Premium Tax in 2013 will be expended for police protection, fire protection and other services in the unincorporated areas.

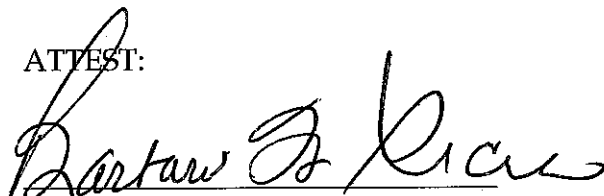
Adopted this 8th day of July 2014, by the DeKalb County Board of Commissioners.


LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

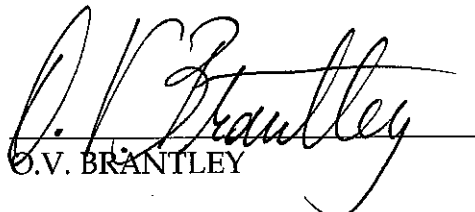
Approved by the Chief Executive Officer of DeKalb County, this 8th day of July, 2014.


LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:


BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:


O.V. BRANTLEY

Attachment B

County Attorney

Attachment B - Positions Transfers, Deletes, and Additions.

These positions are being transferred between departments and/or funds.

Fund	Dept	Title	Transfer To	Transfer From
General	Planning & Sustainability	Deputy COO Development	1	
		Administrative Coordinator	1	
		Project Manager II	1	
General	Economic Development	Deputy COO Development		1
		Administrative Coordinator		1
		Project Manager II		1
General	Executive Assistant	Call Center Operator	2	
General	Information Technology	Call Center Operator		2
General	Board of Commissioners	Sr. Auditor	2	
		Auditor	1	
General	Finance/Internal Audit	Sr. Auditor		1
		Auditor		1
Unincorporated	Finance/Business License	Sr. Auditor		1
Totals			8	8

All positions on this list are not funded or filled and have been vacant for more than 180 days.

These positions are being deleted.

Fund	Dept	Title	Number	Dept Total
General	01600 - INFORMATION TECH	CPU Manager	1	
		IS Database Manager	1	2
General	06900 - EXTENSION SERVICE	Departmental Microsystems Spec	1	1
General	07500 - HUMAN SERVICES	Information & Referral Spec	1	
		Bus Operator	1	2
General	05600 - ECONOMIC DEVELOP	Economic Development Sr	3	3
Designated	05400 - PUBLIC WORKS - TR	Construction Inspector	1	1
Designated	06100 - PARKS	Accounting Tech Senior	1	
		Recreation Center Director	1	
		Grounds Service Technician	5	
		General Maintenance Worker, Sr	1	
		Crew Worker	1	
		Crew Worker Senior	2	
		Equipment Operator	2	
		Equipment Operator Senior	1	
		Project Manager I	1	
		San Driver Crew Leader	1	16
Unincorporated.	05100 - PLANNING & SUSTA	Office Assistant	1	1
Fleet	01200 - FLEET MANAGEMEN	Accounting Tech Senior	1	
		Fleet Parts Transport Clerk	1	

Attachment B - Positions Transfers, Deletes, and Additions.

		Fleet Parts Technician	2	
		Fleet Service Technician I	1	
		Automotive Body Repair Worker	1	
		Fleet Service Technician IV	3	9
Fleet	01200 - FLEET MANAGEMENT	Accounting Tech Senior	1	
		Fleet Parts Transport Clerk	1	
		Fleet Parts Technician	2	
		Fleet Service Technician I	1	
		Automotive Body Repair Worker	1	
		Fleet Service Technician IV	3	9
Watershed	08000 - WATERSHED	Meter Mechanic	1	
		WQC Operator	1	
		WQC Operator Senior	2	4
			48	48

These full time positions are being added.

Fund	Dept	Title	Number	Dept Total
Watershed Oper	Watershed Management	Accountant	2	
		Financial Assistant	1	
Capital	Watershed Management	Assistant CIP Program Director	1	
		CIP Construction Manager	1	
		CIP Planning Manager	1	
		Sr Project Manager	1	
		Principal Engineer	1	
		CIP Program Support Coordinator	1	
		CIP Program Outreach Coordinator	1	
		CIP Comm and Admin Coor	1	
		CIP Design Manager	1	
		Cap. Mgt. Op. & Maint Coordinator	1	
		Construction Inspector	3	
		Administrative Assistant I	1	
		Receptionist	1	18
Unincorporated	CEO/DCTV	Audiovisual Production Coordinator	1	
		Audiovisual Production Assistant	2	3
General	Finance/Internal Audit	Special Programs Controller	1	
		Sr. Auditor	3	
Unincorporated	Finance/Business License	Accounting Technician - Full-Time	2	
Capital	Finance/Grants	Grants Coordinator	3	9
Capital	Purchasing	Contract Administrator	4	
		Contract Assistant	2	
		Contract Compliance Officer, Sr.	2	8

Attachment B - Positions Transfers, Deletes, and Additions.

General	Ethics Board	Integrity Officer	1	
		Administrative Assistant II	1	
		Investigator Principal	1	3
General	District Attorney	Attorney IV	2	
		Investigator DA II	2	
		Paralegal	1	
		Administrative Assistant II	1	6
Total Additions (Fulltime)			47	47

These part time positions are being added.

Fund	Dept	Title	Number	Dept Total
Unincorporated	CEO/DCTV	Video Editor - Part-Time	1	
		Audiovisual Production Assistant - Engineer - Part-Time	1	2
Unincorporated	Finance/Business License	Accounting Technician - Part-Time	1	1
Total Additions (Part-time)			3	3

These previous positions changes need to be modified from the February budget.

Fund	Dept	Title	Added Transfer To	Deleted Transfer From
General	Finance	Customer Service Rep	14	
Water & Sewer	Finance	Customer Service Rep		14

Note: The above change was inadvertently included and needs to be reversed.

General	Finance	Accountant	1	
		Accounting Tech Senior	1	
		Dep Dir Fin/Treasury Acct Svc	1	
		Revenue Collections Manager	1	
		Revenue Coll Supv Sr	1	
		Accounting Tech Senior	6	
		Courier	1	
		Parking Attendant	1	
		Parking Attendant Lead	1	
Water & Sewer	Finance	Accountant		1
		Accounting Tech Senior		1
		Dep Dir Fin/Treasury Acct Svc		1
		Revenue Collections Manager		1
		Revenue Coll Supv Sr		1
		Accounting Tech Senior		6
		Courier		1
		Parking Attendant		1

Attachment B - Positions Transfers, Deletes, and Additions.

	Parking Attendant Lead	1
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Note: The above change was what should have been included in the February budget instead of Customer Service Reps

General	Public Defender	Attorney III	1	
Grants	Public Defender	Attorney III		1

Note: Was omitted even though funding was included and it was recommended. Should be included.

Unincorporated	Parks	Administrative Assistant II	1	
General	Human Services	Administrative Assistant II		1

Note: Positions was not included in correct department. Should be transferred.

General	CEO	Office Assistant (Part-time)	1	
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Note: Duplicated in February budget. One position should be reversed.

Water & Sewer	Finance/Water Billing	Customer Service Rep	13	
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Note: Original budget had 20 positions. Should have been 13.

General	Human Services	Special Projects Coordinator	1	
General	Human Services	Grants Specialist.		1

Note: Wrong title used. Should be modified.

Sanitation	Sanitation	Crew Supervisor CDL (4815) Gr 24	4	
		Crew Worker Senior (4790) Gr 18	8	
		Equipment Operator Senior (4920) Gr 19	12	
		Accountant GR 25	1	
		Landfill Equipment Operators	4	
		Solid Waste Plant Supervisor	1	

Note: Was omitted even though funding was included and it was recommended. Should be included.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Animal Control

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

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

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

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

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

☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **DeKalb County, DeKalb County Board of Public Health (by IGA for the City of Atlanta), Chamblee, Decatur, and Doraville.**

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

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

☐ **No**

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

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

SDS FORM 2, continued

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

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

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

Property Taxes.
DeKalb County Code of Ordinances, Chapter 5
City of Atlanta Code of Ordinances, Chapter 18
City of Brookhaven: See explanatory note included after the service area map for this Animal Control.

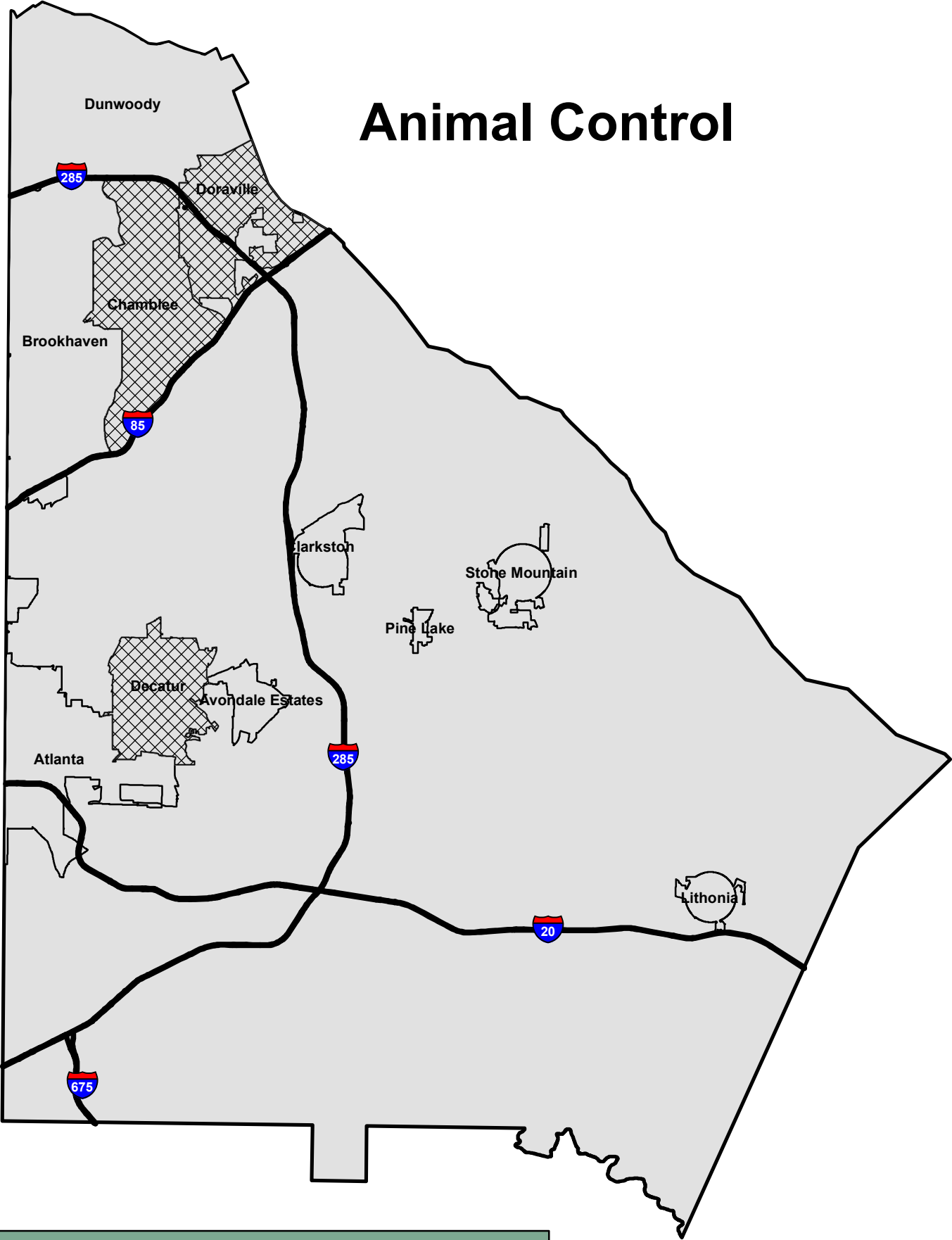
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015


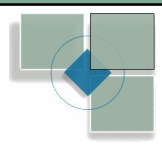
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

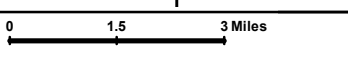
If not, provide designated contact person(s) and phone number(s) below:

Animal Control





Department of Planning & Sustainability- Long Range Planning Section





Animal Control

-  Service Provided by DeKalb County
-  Municipality Responsible for Service

ANIMAL CONTROL

The County property taxes are levied by DeKalb County in the cities of Avondale Estates, Brookhaven, Clarkston, Dunwoody, Lithonia, Pine Lake, and Stone Mountain includes the provision of Animal Control services. Each of those cities has adopted DeKalb County's Animal Control Animal Control Code and authorized the County to enforce it and collect applicable fees within the city. A copy of the authorization/code (Chapter 5) for each city is attached. Atlanta contracts with the DeKalb County Board of Public Health for the enforcement of its Animal Control Code. A copy of the applicable Atlanta code sections is attached. Chamblee, Decatur, and Doraville provide their own service.

Explanation for continuing the arrangement:

Overlapping but higher level of services.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:EMS

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Funds & User Fees

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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
IG	DC & City of Dunwoody	
DeKalb Co. will provide this service.	Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Lithonia, Pine Lake, Stone Mountain	

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:911

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	User Fees
Cities of Atlanta, Chamblee, Decatur & Doraville	General Fund and User Fees

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

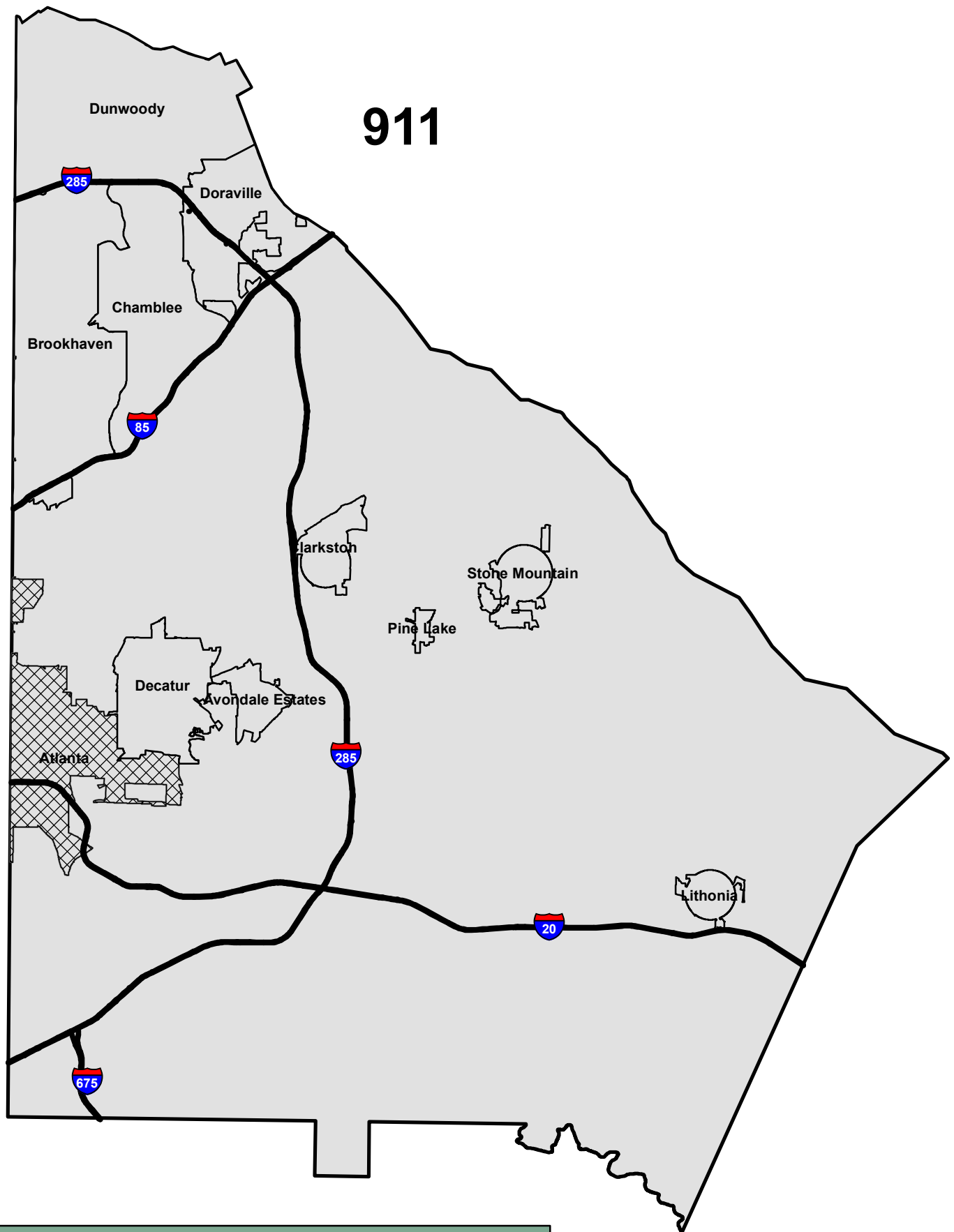
Brookhaven IGA for Police and Parks services.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

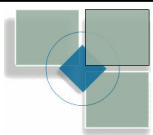
Phone number: **404-371-2155** Date completed: January 2015

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



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



Department of Planning & Sustainability- Long Range Planning Section



911

-  Municipality Responsible for Service
-  Service Provided by DeKalb County

0 1.5 3 Miles



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Dispatch

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

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

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

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

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

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

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

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

☐ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County, Decatur, Chamblee,	General Fund and User Fees
Atlanta, Clarkston, Avondale Estates,	General Fund and User Fees
Dunwoody, Pine Lake, Doraville,	General Fund
Lithonia	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Resolution by DeKalb County Board of Commissioners	Avondale Estates, Clarkston, & Pine Lake with DeKalb County	1999
IG	Avondale Estates, Dunwoody, Pine Lake, Stone Mountain	

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?

Statutory 911 fee by telephone company property taxes County's resolution to levy taxes 2014.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

ADDITIONAL INFORMATION DC PROVIDES DISPATCH SERVICES FOR CLARKSTON, AVONDALE ESTATES, DUNWOODY, PINE LAKE, LITHONIA ????

EMS, 911 AND DISPATCH

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

In exchange for these taxes and fees, the County provides 911 services for the cities of Avondale Estates, Clarkston, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain. Calls for 911 service that are within a city are directed to the applicable city police department for response and dispatch. The County performs dispatch services for the cities of Clarkston, Avondale Estates, Dunwoody, Pine Lake and Lithonia (on a limited basis). EMS services are provided county-wide. A copy of the County's Resolution to Levy Taxes for the year 2014 is attached hereto Exhibit A.

Attachment B

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2014

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2014 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$1.67 per every \$1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
2. A Tax of \$9.03 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); and to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80).
3. A Tax of \$12.79 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County, nonbasic police protection (0.62), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
4. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General

Attachment B

County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

5. A Tax of \$12.36 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.19), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
6. A Tax of \$14.63 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (2.46) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
7. A Tax of \$9.58 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts,

Attachment B

Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to pay expenses of County nonbasic police protection (0.28), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.

8. A Tax of \$12.17 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
9. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
10. A Tax of \$14.95 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County

Attachment B

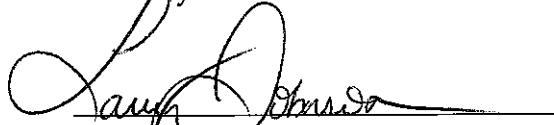
basic and nonbasic police protection (2.58); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

11. A Tax of \$15.38 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (3.01), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
12. A Tax of \$12.61 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.44), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
13. A Tax of \$19.54 per every \$1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph

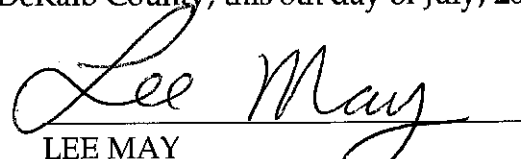
Attachment B

I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (6.18), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (1.46), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87). Pursuant to O.C.G.A. 33-8-8.3, \$26,046,015.12 received from the Insurance Premium Tax in 2013 will be expended for police protection, fire protection and other services in the unincorporated areas.

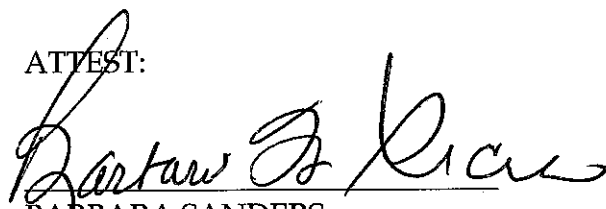
Adopted this 8th day of July 2014, by the DeKalb County Board of Commissioners.


LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

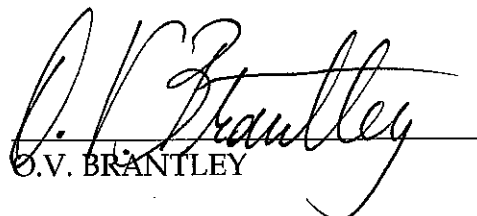
Approved by the Chief Executive Officer of DeKalb County, this 8th day of July, 2014.


LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:


BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:


O.V. BRANTLEY



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Medical Examiner

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
DeKalb County	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

Private contract between DeKalb County and a private Medical Examiner.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Emergency Management

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Avondale Estates, Brookhaven,	General Funds
Chamblee, Clarkston, Decatur,	
Doraville, Dunwoody, Lithonia, Pine	
Lake, Stn Mtn	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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
Joint agreement with DC	Avondale Estates, Chamblee, Clarkston, Decatur,	permanent
	Doraville, Dunwoody, Lithonia, Pine Lake, Brookhavne,	
	Stone Mountain	

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

Resolution - Doraville - 9/3/91.
Emergency Management Plan (Resolution) Feb. 28, 1997
Civil Emergencies (Ordinance, City of Atlanta)
DeKalb Co. Emergency Code, Avondale Estates code
Individual ordinances adopted between DeKalb County and all cities, except for the City of Atlanta.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

Explanation

The County and the Cities work together using the same Emergency Management Plan in case of an emergency or disaster.

COUNTY RESOLUTION
RELATIVE TO EMERGENCY MANAGEMENT

Section I - DEFINITION

As used in this resolution, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of a technological or natural origin. These functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to the general population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II - OFFICE OF THE COUNTY EMERGENCY MANAGEMENT DIRECTOR

In agreement with the governing officials of the cities within the county, there is hereby established the Dekalb County Emergency Management Agency. The Chief Executive Officer of Dekalb County, shall nominate for appointment by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the county and cities therein on matters pertaining to emergency management.
2. To assist county and city officials in organizing county and city departments for emergency operations.
3. To develop, in conjunction with county departments the Dekalb County Plan for emergency functions set forth in Section I of this resolution. Such plan will be in consonance with the Georgia Emergency Operations Plan and shall be submitted to the governing officials of Dekalb County for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Agency and carry out the day-to-day administration of the county emergency management program, including the submission of required reports to the Georgia Emergency Management Agency.
5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.
7. To coordinate the activities of the county Emergency Operating Center staff during periods of an emergency, and under the supervision of county governing officials.

Section III - DEKALB COUNTY EMERGENCY MANAGEMENT AGENCY

The Dekalb County Emergency Management Agency shall be established around existing county departments and the emergency functions listed in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS*</u>
1. CEO, Dekalb County Government	-----Direction and Control
2. Public Safety Department	-----Communications and Warning Law Enforcement Services Evacuation Services
3. Emergency Management Agency	-----Emergency Public Information Damage Assessment Services Specific Impact Hazards
4. Fire Department	-----Search Rescue Services Fire Services Radiological Protection Hazardous Materials (Specific Impact Hazard)
5. Public Works	-----Public Works Services
6. School Superintendent	-----Transportation Services Food Services
7. Health Department Medical Examiner	-----Medical and Deceased Identification Services
8. Emergency Management Agency	-----Resources Management
9. Department of Family & Children Services	-----Human Services Emergency Shelter Services

(*As appropriate to the local organization, these functions can be assigned to existing departments or may be separate. Functions should be assigned consistent with the local Emergency Operations Plan.)

Heads of departments listed above are responsible for developing appropriate annexes to the local Emergency Operations Plan (EOP) for their assigned emergency functions. Such annexes will be submitted to the Emergency Management Director for inclusion in the local EOP for submission to appropriate local officials for approval.

Section IV - POWERS DURING AN EMERGENCY OR DISASTER

In the event of a technological disaster, a natural disaster, an actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Dekalb County, the CEO, Dekalb County, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give, or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;
4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V - VOLUNTEERS

All persons, other than officers and employees of the county performing emergency functions pursuant to this resolution, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as county officers and employees.

Section VI - PENALTIES

Any person violating any provision of this resolution, or any rule, order, or regulation made pursuant to this resolution, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section VII - LIBERALITY OF CONSTRUCTION

This resolution shall be construed liberally in order to effectuate its purpose.

SECTION VIII - EFFECTIVE DATE

This resolution is effective immediately and where the provisions of this resolution are in conflict with existing local laws, the provisions of this resolution will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This 28 day of February, 19 97.

A handwritten signature in cursive script, appearing to read "L. Lee", is written over a horizontal line.

Chief Executive Officer, Dekalb County, Georgia

The City of Lithonia participates in the DeKalb County Emergency Management Plan.

AN ORDINANCE

An Ordinance to amend the Code of the City of Clarkston pertaining to health and sanitation by adding a section concerning Emergency Management.

BE IT ORDAINED BY THE CITY COUNCIL OF CLARKSTON, GEORGIA, and it is hereby ordained by the authority of the same, that the Code of the City of Clarkston be amended in the following respect:

By adding to the Code, the following new chapter:

"Chapter 10.5 EMERGENCY MANAGEMENT"

Section 10.5-1. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 10.5-2 Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Clarkston, Georgia, that the City of Clarkston, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a

Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.
3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 10.5-1 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.
5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.
6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.
7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

Section 10.5-3. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 10.5-1 above are assigned as follows:

<u>Department/Agency</u>	<u>Functions</u>
Mayor	Direction and Control

CEO, County Commissioners	Direction and Control
Police Department	Communications & Warning
Sheriff Department	Police Services
	Evacuation
Emergency Management Office	Public Information
	State Military Support
	Training
	Preliminary Damage
	Assessment & Reporting
	Public Property
	Assistance
	Attack Preparedness
	Specific Hazards
Fire Department	Search, Rescue & Recovery
	Fire Services
	Hazardous Materials
	Radiological Protection
Public Works	Engineering
	Petroleum and Solid Fuel
	Services
	Utilities
DeKalb School System	Transportation Services
	Food Services
Board of Health	Health & Medical Services
Department of Family &	Social Services
Children Services	Shelter & Temporary
	Housing

Section 10.5-4 Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Clarkston, the Mayor of Clarkston separately, or jointly with the CEO, County Commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 10.5-5. Volunteers.

All persons, other than officers and employees of the city, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

Section 10.5-6. Penalties.

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section 10.5-7. Liberality of Construction.

This ordinance shall be construed liberally in order to effectuate its purpose.

Section 10.5-8. Effective Date.

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the DeKalb County Emergency Management Resolution.

Should any portion of this Ordinance be found in conflict with any other law, or shall be found by any court interpreting its provisions or the application thereof to be unenforceable or unconstitutional for any reason, then the parts not so found shall be and remain in full force and effect.

1st Adopted by the City Council of the City of Clarkston, this day of October, 1991.

Ernest A. Carroll
ERNEST A. CARROLL, MAYOR

Attest:

Carol Keys
CAROL KEYS, CITY CLERK

APPROVED AS TO FORM:

F. Jackson Rhodes
F. JACKSON RHODES, CITY ATTORNEY

I:\D\2624\EMERGENC.ORD

RESOLUTION

WHEREAS, the City of Doraville and DeKalb County have worked together for many years for the mutual benefit of the citizens of DeKalb County and the City of Doraville; and


WHEREAS, DeKalb County furnishes assistance to Doraville on numerous matters which are performed within the City of Doraville; and

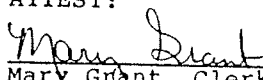
WHEREAS, the City of Doraville is desirous of reaffirming such association and readopting applicable DeKalb County Codes designating authorized DeKalb County personnel to perform duties within the City of Doraville and providing for enforcement of same;

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the City of Doraville adopts all applicable Codes and Ordinances of DeKalb County, Georgia which covers matters which have been or may be handled by DeKalb County personnel including, but not limited to Building Permits, Construction Permits, Property Maintenance, Health Regulations, Roads and Drainage, Fire, and Family and Human Services, as they presently exist or may be amended in the future from time to time.

The City of Doraville designates authorized personnel of DeKalb County to enforce such Codes and Ordinances within the City. Violations of such Codes shall be subject to citation and trial in the City of Doraville in its Municipal Court and punishment as provided for in its Charter, or may be tried through the DeKalb Recorder's Court.

This the 3rd day of September, 1991.


Gene Lively, Mayor

ATTEST:

Mary Grant, Clerk

Doraville

#348

AN ORDINANCE TO AMEND THE CODE OF GENERAL ORDINANCES OF THE CITY OF CHAMBLEE, GEORGIA, TITLE IV, CHAPTER III, EMERGENCY MANAGEMENT, TO PROVIDE THAT THE CITY BE A PART OF THE DEKALB COUNTY EMERGENCY MANAGEMENT UNIT, REPEALING CONFLICTING ORDINANCES AND FOR OTHER LAWFUL PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHAMBLEE, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAME, THAT THE PROVISIONS OF TITLE IV, CHAPTER III OF THE CODE OF GENERAL ORDINANCES OF THE CITY CHAMBLEE, GEORGIA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SECTION 4-3-2 WHICH SAID SECTION SHALL READ AS FOLLOWS:

Section 4-3-2 City to be a part of the DeKalb County Emergency Management Unit

(a) DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation

of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

(b) OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Chamblee, Georgia, tat the City of Chamblee, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.
3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the

Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

(c) DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS</u>
1. Mayor----- CEO, County Commissioners	Direction and Control
2. Police Department----- Sheriff Department	Communications & Warning Police Services Evacuation
3. Emergency Management Office-----	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards
4. Fire Department-----	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
5. Public Works-----	Engineering Petroleum and Solid Fuel Services Utilities
6. DeKalb School System-----	Transportation Services Food Services
7. Board of Health-----	Health & Medical Services
8. Department of Family &----- Children Services	Social Services Shelter & Temporary Housing

(d) POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency

which may affect the lives and property of the citizens of -
Chamblee, the Mayor of Chamblee separately, or jointly with
the CEO, County commissioners, or in their absences, their
legally appointed successors, may determine that an emergency
or disaster exists and thereafter shall have and may exercise
for such period as such emergency or disaster exists or
continues, the following powers:

1. To enforce all rules, laws and regulations relating to
emergency management, and to assume direct operational
control over all emergency management resources;
2. To seize or take for temporary use, any private property
for the protection of the public;
3. To sell, lend, give or distribute all or any such
property or supplies among the inhabitants of the county and
to maintain a strict accounting of property or supplies
distributed and for funds received for such property or
supplies;
4. And, to perform and exercise such other functions and
duties, and take such emergency actions as may be necessary
to promote and secure the safety, protection and well-being
of the inhabitants of the county.

(e) VOLUNTEERS

All persons, other than officers and employees of the
city, performing emergency functions pursuant to this

ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

(f) PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

(g) LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

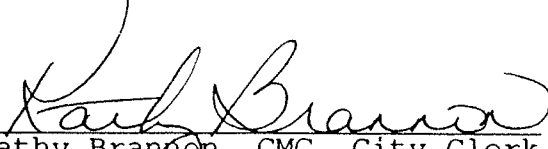
(h) EFFECTIVE DATE

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

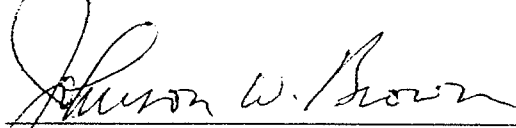
This ordinance shall be in full force and effect from and after the date of its passage by the City Council of the City Chamblee, Georgia.

The foregoing was proposed by Councilmember _____
Fitzpatrick with a Motion that the same be adopted.
Said Motion was seconded by Councilmember Biles

_____. Same was then put to a vote and all _____
councilmembers voted in favor of the ordinance and no _____
councilmembers voted against it. Said Motion was thereupon
declared passed and duly adopted this 18th day of
October _____, 1991.


Kathy Brannon, CMC, City Clerk
City of Chamblee, Georgia

Approved this the 21st day of October, 1991.


Mayor Johnson W. (Dub) Brown
City of Chamblee, Georgia

First reading: 9/13/91

Second reading: 10/18/91

O-94-10
AN ORDINANCE
AMENDING CHAPTER 17 1/2
POLICE
OF THE DECATUR CITY CODE

BE IT ORDAINED by the City Commission of the City of Decatur, Georgia, and it is hereby ordained by the authority of the same, that Chapter 17 1/2, Police, of the Code of the City of Decatur, Georgia, be and is hereby amended by adding the following in its entirety:

ARTICLE III. EMERGENCY MANAGEMENT OPERATIONS

Section 17 1/2 - 40. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 17 1/2 - 41. Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Decatur, Georgia, that the City of Decatur, Georgia, be a part of the DeKalb County Emergency Management Unit. the Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management;
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 17 1/2 - 40 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.
5. To submit reports as necessary as required by governing officials in keeping with good management practices.
6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.
7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under supervision of DeKalb County governing officials.

Section 17 1/2 - 42. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 17 1/2 - 40 above are assigned as follows:

Mayor	Direction and Control
CEO, County Commissioners	
Police Department &	Communications & Warning
Sheriff Department	Police Services
	Evacuation
Emergency Management Office	Public Information
	State Military Support
	Training
	Preliminary Damage Assessment
	& Reporting
	Public Property Assistance
	Attack Preparedness
	Specific Hazards

Fire Department

Search, Rescue & Recovery
Fire Services
Hazardous Materials
Radiological Protection

Public Works

Engineering
Petroleum and Solid Fuel Services
Utilities

DeKalb School System
Decatur School System

Transportation Services
Food Services

Board of Health

Health & Medical Services

Department of Family
& Children Services

Social Services
Shelter & Temporary Housing

Section 17 1/2 - 43. Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of citizens of the City of Decatur, Georgia, the Mayor of the City of Decatur, Georgia separately, or jointly with the CEO, County Commission or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws, and regulations relating to emergency management and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies; and,
4. To perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 17 1/2 - 44. Volunteers.

All persons, other than officers and employees of the City, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as City officers and employees.

Section 17 1/2 - 45. Penalties.

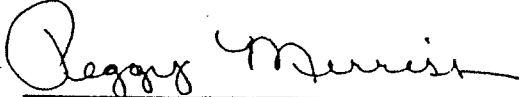
Any person violating any provision of this ordinance, or any rule order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Effective July 6, 1994.

Adopted July 5, 1994.

Elizabeth Wilson, Mayor

Attest:



Peggy Merriss
Acting City Clerk

CITY OF PINE LAKE, GEORGIA

ORDINANCE NUMBER 3-1-5

An ordinance adopting provisions for "EMERGENCY MANAGEMENT"

Be it enacted by the City Council of Pine Lake, Georgia the following Ordinance relating to "EMERGENCY MANAGEMENT"

Section I- DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II- OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Pine lake, Georgia, that the City of Pine Lake, Georgia, be a part of the Dekalb County Emergency Management Unit. The Chief Executive Officer of Dekalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the Dekalb County Emergency and Disaster Operations Plan for the carrying out of the emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of Dekalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the Dekalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, to include but is not limited to, financial, daily activity, and similar reports.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.

7. To coordinate the activities of the Dekalb County Emergency operating Center staff during periods of an emergency, and under the supervision of Dekalb County governing Officials.

Section-III- DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The Dekalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS</u>
1. Mayor _____ CEO, County Commissioners	Direction and control.
2. Police Department _____ Sheriff Department	Communications & Warning Police Services Evacuation
3. Emergency Management Office _____	Public Information State Military Support Training Preliminary damage assess- ment and reporting Public Property Assistance Attack preparedness Specific Hazards

4. Fire Department_____ Search, Rescue & Recovery
Fire Services
Hazardous Materials
Radiological Protection
5. Public Works_____ Engineering
Petroleum & Solid Fuel
Services.
Utilities
6. Dekalb School System_____ Transportation Services
Food Services
7. Board of Health_____ Health & Medical Services
8. Department of Family
& Children Services_____ Social Services
Shelter & Temporary
Housing.

Section IV-POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Pine Lake, Georgia, the Mayor of the City of Pine Lake, Georgia, separately, or jointly with the CEO, County Commissioners, Dekalb County, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property /or supplies;
4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V- VOLUNTEERS

All persons, other than officers and employees of the City of Pine Lake, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities from liability as City officers and employees.

Section VI- PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable as for committing a misdemeanor.

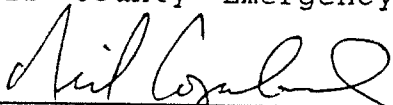
Section-VII-LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

Section VIII-REPEAL OF CONFLICTING ORDINANCES

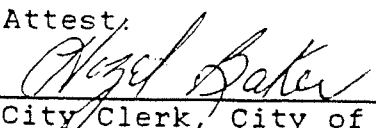
Where the provisions of this ordinance are in conflict with existing local ordinances, the provisions of this ordinance will govern, and such provisions of existing ordinances which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the Dekalb County Emergency Management Resolution.



Neil Copeland, Mayor, City of Pine
Lake, Georgia

Attest.



City Clerk, City of Pine Lake, Georgia

first reading 11-12-91

Second reading 12-9-91

Third reading 12-30-91

COUNTY RESOLUTION
RELATIVE TO EMERGENCY MANAGEMENT

Section I - DEFINITION

As used in this resolution, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of a technological or natural origin. These functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to the general population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II - OFFICE OF THE COUNTY EMERGENCY MANAGEMENT DIRECTOR

In agreement with the governing officials of the cities within the county, there is hereby established the Dekalb County Emergency Management Agency. The Chief Executive Officer of Dekalb County, shall nominate for appointment by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the county and cities therein on matters pertaining to emergency management.
2. To assist county and city officials in organizing county and city departments for emergency operations.
3. To develop, in conjunction with county departments the Dekalb County Plan for emergency functions set forth in Section I of this resolution. Such plan will be in consonance with the Georgia Emergency Operations Plan and shall be submitted to the governing officials of Dekalb County for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Agency and carry out the day-to-day administration of the county emergency management program, including the submission of required reports to the Georgia Emergency Management Agency.
5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.
7. To coordinate the activities of the county Emergency Operating Center staff during periods of an emergency, and under the supervision of county governing officials.

Section III - DEKALB COUNTY EMERGENCY MANAGEMENT AGENCY

The Dekalb County Emergency Management Agency shall be established around existing county departments and the emergency functions listed in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS*</u>
1. CEO, Dekalb County Government	-----Direction and Control
2. Public Safety Department	-----Communications and Warning Law Enforcement Services Evacuation Services
3. Emergency Management Agency	-----Emergency Public Information Damage Assessment Services Specific Impact Hazards
4. Fire Department	-----Search Rescue Services Fire Services Radiological Protection Hazardous Materials (Specific Impact Hazard)
5. Public Works	-----Public Works Services
6. School Superintendent	-----Transportation Services Food Services
7. Health Department Medical Examiner	-----Medical and Deceased Identification Services
8. Emergency Management Agency	-----Resources Management
9. Department of Family & Children Services	-----Human Services Emergency Shelter Services

(*As appropriate to the local organization, these functions can be assigned to existing departments or may be separate. Functions should be assigned consistent with the local Emergency Operations Plan.)

Heads of departments listed above are responsible for developing appropriate annexes to the local Emergency Operations Plan (EOP) for their assigned emergency functions. Such annexes will be submitted to the Emergency Management Director for inclusion in the local EOP for submission to appropriate local officials for approval.

Section IV - POWERS DURING AN EMERGENCY OR DISASTER

In the event of a technological disaster, a natural disaster, an actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Dekalb County, the CEO, Dekalb County, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give, or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;
4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V - VOLUNTEERS

All persons, other than officers and employees of the county performing emergency functions pursuant to this resolution, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as county officers and employees.

Section VI - PENALTIES

Any person violating any provision of this resolution, or any rule, order, or regulation made pursuant to this resolution, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section VII - LIBERALITY OF CONSTRUCTION

This resolution shall be construed liberally in order to effectuate its purpose.

SECTION VIII - EFFECTIVE DATE

This resolution is effective immediately and where the provisions of this resolution are in conflict with existing local laws, the provisions of this resolution will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

This 28 day of February, 19 97.

A handwritten signature in cursive script, appearing to read "L. Lee", is written over a horizontal line.

Chief Executive Officer, Dekalb County, Georgia

The City of Lithonia participates in the DeKalb County Emergency Management Plan.

AN ORDINANCE

An Ordinance to amend the Code of the City of Clarkston pertaining to health and sanitation by adding a section concerning Emergency Management.

BE IT ORDAINED BY THE CITY COUNCIL OF CLARKSTON, GEORGIA, and it is hereby ordained by the authority of the same, that the Code of the City of Clarkston be amended in the following respect:

By adding to the Code, the following new chapter:

"Chapter 10.5 EMERGENCY MANAGEMENT"

Section 10.5-1. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 10.5-2 Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Clarkston, Georgia, that the City of Clarkston, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a

Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.
3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 10.5-1 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.
5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.
6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.
7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

Section 10.5-3. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 10.5-1 above are assigned as follows:

<u>Department/Agency</u>	<u>Functions</u>
Mayor	Direction and Control

CEO, County Commissioners	Direction and Control
Police Department	Communications & Warning
Sheriff Department	Police Services
	Evacuation
Emergency Management Office	Public Information
	State Military Support
	Training
	Preliminary Damage
	Assessment & Reporting
	Public Property
	Assistance
	Attack Preparedness
	Specific Hazards
Fire Department	Search, Rescue & Recovery
	Fire Services
	Hazardous Materials
	Radiological Protection
Public Works	Engineering
	Petroleum and Solid Fuel
	Services
	Utilities
DeKalb School System	Transportation Services
	Food Services
Board of Health	Health & Medical Services
Department of Family &	Social Services
Children Services	Shelter & Temporary
	Housing

Section 10.5-4 Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Clarkston, the Mayor of Clarkston separately, or jointly with the CEO, County Commissioners, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

2. To seize or take for temporary use, any private property for the protection of the public;

3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies;

4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 10.5-5. Volunteers.

All persons, other than officers and employees of the city, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

Section 10.5-6. Penalties.

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Section 10.5-7. Liberality of Construction.

This ordinance shall be construed liberally in order to effectuate its purpose.

Section 10.5-8. Effective Date.

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the DeKalb County Emergency Management Resolution.

Should any portion of this Ordinance be found in conflict with any other law, or shall be found by any court interpreting its provisions or the application thereof to be unenforceable or unconstitutional for any reason, then the parts not so found shall be and remain in full force and effect.

1st Adopted by the City Council of the City of Clarkston, this day of October, 1991.

Ernest A. Carroll
ERNEST A. CARROLL, MAYOR

Attest:

Carol Keys
CAROL KEYS, CITY CLERK

APPROVED AS TO FORM:

F. Jackson Rhodes
F. JACKSON RHODES, CITY ATTORNEY

I:\D\2624\EMERGENC.ORD

RESOLUTION

WHEREAS, the City of Doraville and DeKalb County have worked together for many years for the mutual benefit of the citizens of DeKalb County and the City of Doraville; and


WHEREAS, DeKalb County furnishes assistance to Doraville on numerous matters which are performed within the City of Doraville; and

WHEREAS, the City of Doraville is desirous of reaffirming such association and readopting applicable DeKalb County Codes designating authorized DeKalb County personnel to perform duties within the City of Doraville and providing for enforcement of same;

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED that the City of Doraville adopts all applicable Codes and Ordinances of DeKalb County, Georgia which covers matters which have been or may be handled by DeKalb County personnel including, but not limited to Building Permits, Construction Permits, Property Maintenance, Health Regulations, Roads and Drainage, Fire, and Family and Human Services, as they presently exist or may be amended in the future from time to time.

The City of Doraville designates authorized personnel of DeKalb County to enforce such Codes and Ordinances within the City. Violations of such Codes shall be subject to citation and trial in the City of Doraville in its Municipal Court and punishment as provided for in its Charter, or may be tried through the DeKalb Recorder's Court.

This the 3rd day of September, 1991.


Gene Lively, Mayor

ATTEST:


Mary Grant, Clerk

Doraville

#348

AN ORDINANCE TO AMEND THE CODE OF GENERAL ORDINANCES OF THE CITY OF CHAMBLEE, GEORGIA, TITLE IV, CHAPTER III, EMERGENCY MANAGEMENT, TO PROVIDE THAT THE CITY BE A PART OF THE DEKALB COUNTY EMERGENCY MANAGEMENT UNIT, REPEALING CONFLICTING ORDINANCES AND FOR OTHER LAWFUL PURPOSES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHAMBLEE, GEORGIA, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAME, THAT THE PROVISIONS OF TITLE IV, CHAPTER III OF THE CODE OF GENERAL ORDINANCES OF THE CITY CHAMBLEE, GEORGIA IS HEREBY AMENDED BY ADDING A SECTION, TO BE NUMBERED SECTION 4-3-2 WHICH SAID SECTION SHALL READ AS FOLLOWS:

Section 4-3-2 City to be a part of the DeKalb County Emergency Management Unit

(a) DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation

of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

(b) OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Chamblee, Georgia, tat the City of Chamblee, Georgia, be a part of the DeKalb County Emergency Management Unit. The Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.
3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the

Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.

6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.

7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under the supervision of DeKalb County Governing Officials.

(c) DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS</u>
1. Mayor----- CEO, County Commissioners	Direction and Control
2. Police Department----- Sheriff Department	Communications & Warning Police Services Evacuation
3. Emergency Management Office-----	Public Information State Military Support Training Preliminary Damage Assessment & Reporting Public Property Assistance Attack Preparedness Specific Hazards
4. Fire Department-----	Search, Rescue & Recovery Fire Services Hazardous Materials Radiological Protection
5. Public Works-----	Engineering Petroleum and Solid Fuel Services Utilities
6. DeKalb School System-----	Transportation Services Food Services
7. Board of Health-----	Health & Medical Services
8. Department of Family &----- Children Services	Social Services Shelter & Temporary Housing

(d) POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency

which may affect the lives and property of the citizens of -
Chamblee, the Mayor of Chamblee separately, or jointly with
the CEO, County commissioners, or in their absences, their
legally appointed successors, may determine that an emergency
or disaster exists and thereafter shall have and may exercise
for such period as such emergency or disaster exists or
continues, the following powers:

1. To enforce all rules, laws and regulations relating to
emergency management, and to assume direct operational
control over all emergency management resources;
2. To seize or take for temporary use, any private property
for the protection of the public;
3. To sell, lend, give or distribute all or any such
property or supplies among the inhabitants of the county and
to maintain a strict accounting of property or supplies
distributed and for funds received for such property or
supplies;
4. And, to perform and exercise such other functions and
duties, and take such emergency actions as may be necessary
to promote and secure the safety, protection and well-being
of the inhabitants of the county.

(e) VOLUNTEERS

All persons, other than officers and employees of the
city, performing emergency functions pursuant to this

ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as city officers and employees.

(f) PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

(g) LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

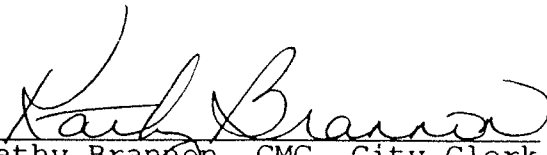
(h) EFFECTIVE DATE

This ordinance is effective immediately and where the provisions of this ordinance are in conflict with existing local laws, the provisions of this ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.

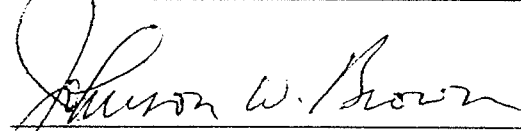
This ordinance shall be in full force and effect from and after the date of its passage by the City Council of the City Chamblee, Georgia.

The foregoing was proposed by Councilmember _____
Fitzpatrick with a Motion that the same be adopted.
Said Motion was seconded by Councilmember Biles

_____. Same was then put to a vote and all _____
councilmembers voted in favor of the ordinance and no _____
councilmembers voted against it. Said Motion was thereupon
declared passed and duly adopted this 18th day of
October _____, 1991.


Kathy Brannon, CMC, City Clerk
City of Chamblee, Georgia

Approved this the 21st day of October, 1991.


Mayor Johnson W. (Dub) Brown
City of Chamblee, Georgia

First reading: 9/13/91

Second reading: 10/18/91

O-94-10
AN ORDINANCE
AMENDING CHAPTER 17 1/2
POLICE
OF THE DECATUR CITY CODE

BE IT ORDAINED by the City Commission of the City of Decatur, Georgia, and it is hereby ordained by the authority of the same, that Chapter 17 1/2, Police, of the Code of the City of Decatur, Georgia, be and is hereby amended by adding the following in its entirety:

ARTICLE III. EMERGENCY MANAGEMENT OPERATIONS

Section 17 1/2 - 40. Definition.

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section 17 1/2 - 41. Office of the DeKalb County Emergency Management Director.

It is the desire and intent of the governing officials of the City of Decatur, Georgia, that the City of Decatur, Georgia, be a part of the DeKalb County Emergency Management Unit. the Chief Executive Officer of DeKalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management;
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the DeKalb County Emergency and Disaster Operations Plan emergency functions set forth in Section 17 1/2 - 40 of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of DeKalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.
4. To maintain the Emergency Management Office and carry out the day-to-day administration of the DeKalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.
5. To submit reports as necessary as required by governing officials in keeping with good management practices.
6. To obtain, with the authority of governing officials, a facility to be used as the DeKalb County Emergency Operating Center.
7. To coordinate the activities of the DeKalb County Emergency Operating Center staff during periods of an emergency, and under supervision of DeKalb County governing officials.

Section 17 1/2 - 42. DeKalb County Emergency Management Office.

The DeKalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section 17 1/2 - 40 above are assigned as follows:

Mayor	Direction and Control
CEO, County Commissioners	
Police Department &	Communications & Warning
Sheriff Department	Police Services
	Evacuation
Emergency Management Office	Public Information
	State Military Support
	Training
	Preliminary Damage Assessment
	& Reporting
	Public Property Assistance
	Attack Preparedness
	Specific Hazards

Fire Department

Search, Rescue & Recovery
Fire Services
Hazardous Materials
Radiological Protection

Public Works

Engineering
Petroleum and Solid Fuel Services
Utilities

DeKalb School System
Decatur School System

Transportation Services
Food Services

Board of Health

Health & Medical Services

Department of Family
& Children Services

Social Services
Shelter & Temporary Housing

Section 17 1/2 - 43. Powers During an Emergency or Disaster.

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of citizens of the City of Decatur, Georgia, the Mayor of the City of Decatur, Georgia separately, or jointly with the CEO, County Commission or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws, and regulations relating to emergency management and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies; and,
4. To perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section 17 1/2 - 44. Volunteers.

All persons, other than officers and employees of the City, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as City officers and employees.

Section 17 1/2 - 45. Penalties.

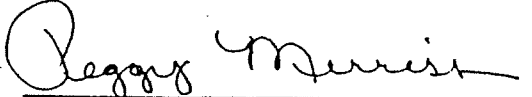
Any person violating any provision of this ordinance, or any rule order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable for committing a misdemeanor.

Effective July 6, 1994.

Adopted July 5, 1994.

Elizabeth Wilson, Mayor

Attest:



Peggy Merriss
Acting City Clerk

CITY OF PINE LAKE, GEORGIA

ORDINANCE NUMBER 3-1-5

An ordinance adopting provisions for "EMERGENCY MANAGEMENT"

Be it enacted by the City Council of Pine Lake, Georgia the following Ordinance relating to "EMERGENCY MANAGEMENT"

Section I- DEFINITION

As used in this ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions may include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

Section II- OFFICE OF THE DEKALB COUNTY EMERGENCY MANAGEMENT DIRECTOR

It is the desire and intent of the governing officials of the City of Pine lake, Georgia, that the City of Pine Lake, Georgia, be a part of the Dekalb County Emergency Management Unit. The Chief Executive Officer of Dekalb County shall nominate for appointment, by the Governor, a Director of Emergency Management for the entire county. When appointed, the Emergency Management Director is charged with the following duties:

1. To represent the governing officials of the city on matters pertaining to emergency management.
2. To assist city officials in organizing city departments for emergency operations.

3. To develop, in conjunction with city and county departments, the Dekalb County Emergency and Disaster Operations Plan for the carrying out of the emergency functions set forth in Section I of this ordinance. The plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of Dekalb County and the cities therein for approval, and thence to the Georgia Emergency Management Agency for approval.

4. To maintain the Emergency Management Office and carry out the day-to-day administration of the Dekalb County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency.

5. To submit reports as required by governing officials in keeping with good management practices, to include but is not limited to, financial, daily activity, and similar reports.

6. To obtain, with the authority of governing officials, a facility to be used as the Dekalb County Emergency Operating Center.

7. To coordinate the activities of the Dekalb County Emergency operating Center staff during periods of an emergency, and under the supervision of Dekalb County governing Officials.

Section-III- DEKALB COUNTY EMERGENCY MANAGEMENT OFFICE

The Dekalb County Emergency Management Office shall be established around existing city and county departments and the emergency functions described in Section I above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS</u>
1. Mayor _____ CEO, County Commissioners	Direction and control.
2. Police Department _____ Sheriff Department	Communications & Warning Police Services Evacuation
3. Emergency Management Office _____	Public Information State Military Support Training Preliminary damage assessment and reporting Public Property Assistance Attack preparedness Specific Hazards

4. Fire Department_____Search, Rescue & Recovery
Fire Services
Hazardous Materials
Radiological Protection
5. Public Works_____Engineering
Petroleum & Solid Fuel
Services.
Utilities
6. Dekalb School System_____Transportation Services
Food Services
7. Board of Health_____Health & Medical Services
8. Department of Family
& Children Services_____Social Services
Shelter & Temporary
Housing.

Section IV-POWERS DURING AN EMERGENCY OR DISASTER

In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of Pine Lake, Georgia, the Mayor of the City of Pine Lake, Georgia, separately, or jointly with the CEO, County Commissioners, Dekalb County, or in their absences, their legally appointed successors, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

1. To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;
2. To seize or take for temporary use, any private property for the protection of the public;
3. To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property /or supplies;
4. And, to perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

Section V- VOLUNTEERS

All persons, other than officers and employees of the City of Pine Lake, performing emergency functions pursuant to this ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities from liability as City officers and employees.

Section VI- PENALTIES

Any person violating any provision of this ordinance, or any rule, order, or regulation made pursuant to this ordinance, shall, upon conviction thereof, be punishable as for committing a misdemeanor.

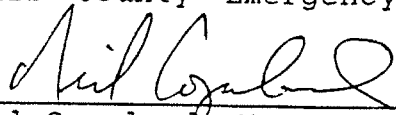
Section-VII-LIBERALITY OF CONSTRUCTION

This ordinance shall be construed liberally in order to effectuate its purpose.

Section VIII-REPEAL OF CONFLICTING ORDINANCES

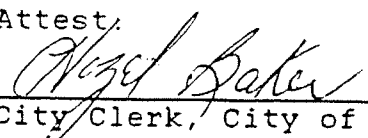
Where the provisions of this ordinance are in conflict with existing local ordinances, the provisions of this ordinance will govern, and such provisions of existing ordinances which are in conflict are hereby rescinded.

A copy of this emergency management ordinance, will be attached to and become a part of the Dekalb County Emergency Management Resolution.



Neil Copeland, Mayor, City of Pine
Lake, Georgia

Attest.



City Clerk, City of Pine Lake, Georgia

first reading 11-12-91

Second reading 12-9-91

Third reading 12-30-91

DeKalb County Service Delivery Strategy 2014

Planning and Development Services in DeKalb Municipalities and Atlanta

Planning / Development	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Economic Development	D/A	D	D	D	D	D/A	D	D	A	N/A	D	D
Community Development CDBG / HOME /ESGP	N/A	N/A	D	IG-DC	J	J	IG-DC	D	J	N/A	J-DC	D
Community Development - Homelessness	J	N/A	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D
Strutural Inspections / Permits	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Plans Review	D	DC	D	D	D	D	D	D	C	DC	D	D
Electrical Inspection	D	DC	D	D	D	D	D	D	C	DC	D	D
Building Inspection	D	DC	D	D	D	D	D	D	C	DC	D	D
Plumbing Inspection	D	DC	D	D	D	D	D	D	C	DC	D	D
HVAC Inspection	D	DC	D	D	D	D	D	D	C	DC	D	D
Land Development	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Plan Review Coordination	D	DC	D	D	D	D	J-DC	D	DC	D	D	D
Land Development Plan Review	D	DC	D	D	D	D	D	D	DC	D	D	D
Land Development Inspection	D	DC	D	D	D	D	D	D	DC	DC	D	D
Final Plat Processing	D	D	D	D	D	D	D	D	D/DC	D	D	D
Permits and Zoning	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Building Permits	D	DC	D	D	D	D	D	D	C	DC	D	D
Plans Review	D	DC	D	D	D	D	D	D	C	DC	D	D
Zoning Review	D	D	D	D	D	D	D	D	C	DC	D	D
Trade Permits	D	DC	D	D	D	D	D	D	C	DC	D	D
Certificate of Occupancy	D	D	D	D	D	D	D	D	C	DC	D	D
Planning & Related	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Planning / Zoning	D	D	D	D	D	D	D	D	D	D	D	D
Code Enforcement	D	D	D	D	D	D	D	D	D	D	D	D
Public Housing	A	N/A	N/A	N/A	N/A	A	N/A	N/A	A	N/A	N/A	A

Definitions

ECONOMIC DEVELOPMENT	Recruiting & retention of business, community revitalization & Development Authorities.
CDBG	Self explanatory.
BUILDING INSPECTIONS / BUILDING PERMITS	New or structural construction including Electrical, HVAC, & Plumbing & Development.
TRADE PERMITS	Includes permitting for Electrical, HVAC, & Plumbing
PLANNING/ZONING	Self explanatory.
CODE ENFORCEMENT	Self explanatory.
PUBLIC HOUSING	Self explanatory.

D: Direct

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement

C: Contract

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

DC: DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Economic Development

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County & Cities	General Fund , User Fees, Grants, Special Tax Assessment
Development Authority of DeKalb	Grants

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Economic Development IGA	Development Authority of DeKalb Co. and DeKalb Co.	1/14/2014-12/31/2018

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

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

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

FOR USE BY COMMISSION OFFICE/CLERK ONLY

ACTION : H2014-01-14 Item H9

MOTION was made by Larry Johnson, seconded by Kathie Gannon and passed 6-0-0-0 to defer to the Committee of the Whole and return to the Board on January 28, 2014, Intergovernmental Agreement, that establishes The Development Authority of DeKalb County to serve as the arm of economic development for the county.

ADOPTED: JAN 14 2014
(DATE)

Sharon Barnes Sutton

INTERIM PRESIDING OFFICER
DEKALB COUNTY BOARD OF
COMMISSIONERS

CERTIFIED: JAN 14 2014
(DATE)

Barbara D. Dr.

CLERK,
DEKALB COUNTY BOARD
OF COMMISSIONERS

FOR USE BY INTERIM CHIEF EXECUTIVE OFFICER ONLY

APPROVED: JAN 24 2014
(DATE)

Lee May
INTERIM CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETOED: _____
(DATE)

CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES:

FOR : Stan Watson, Kathie Gannon, Sharon Barnes Sutton, Larry Johnson, Jeff Rader, Elaine Boyer

AGAINST : None

ABSTAIN : None

ABSENT : None

Intergovernmental Agreement

DeKalb County

Development Authority of DeKalb County

Kenneth M. Neighbors

Shareholder

Greenberg Traurig, LLP | 3333 Piedmont Road NE | Suite 2500 | Atlanta, GA 30305

Tel 678-553-2180 | Fax 678-553-2181

NeighborsK@gtlaw.com | www.gtlaw.com



**INTERGOVERNMENTAL AGREEMENT
(CONCERNING ECONOMIC DEVELOPMENT SERVICES AND STAFFING)**

THIS INTERGOVERNMENTAL AGREEMENT (CONCERNING ECONOMIC DEVELOPMENT SERVICES AND STAFFING) dated as of [____], 2013 (this "Agreement") is entered into by and between DeKalb County, Georgia (the "County") and the Development Authority of DeKalb County (the "Authority" and, together with the County, the "Parties" and each a "Party"), with an effective date of [____], 2013.

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the Authority was duly created and is a validly existing public authority pursuant to the Development Authorities Law, O.C.G.A. § 36-62-1 *et seq.* (the "Development Authorities Law"); and

WHEREAS, the County and the Authority are each permitted by Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia of 1983, as amended, to contract with any public authority for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County and the Authority are each authorized to conduct economic development activities under various provisions of applicable law; and

WHEREAS, the County and the Authority desire to memorialize an agreement by and between them as such relates to the provision, by the County, of (a) support services in the form of staffing, and (b) partial funding for the implementation of a comprehensive and integrated economic development strategy which each Party hereby agrees to execute, and the provision, by the Authority, of (a) certain economic development services and activities, and (b) partial funding of such economic development services, among other things.

NOW, THEREFORE, for due and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Authority agree as follows:

ARTICLE I

DEFINITIONS AND RECITALS

For purposes of this Agreement, the terms defined above in the "WHEREAS" clauses shall have the meanings ascribed therein. Further, the recitals set forth above are true and correct and said recitals are incorporated herein by reference.

ARTICLE II

TERMS OF AGREEMENT

Section 1. Covered Economic Development Services. The Authority hereby covenants and agrees to provide, or cause to be provided, for the benefit of the citizens of DeKalb County, the economic development services and activities set forth in Exhibit A-1 attached hereto and by this reference made a part hereof (the "Covered Economic Development Services"). For all purposes of this Agreement, the Covered Economic Development Services shall be automatically expanded and amended by the economic development services and related activities identified in the County's Comprehensive Economic Development Strategic Plan (the "Strategic Plan"), which is currently under development by the County, with the participation and input of the Authority. Notwithstanding the foregoing or the outcomes of the Strategic Plan, the Authority is expressly authorized to perform such other ancillary services or activities which are authorized under the Development Authorities Law; provided, however, that such ancillary activities must be either (a) included in the Annual Budget established by the Parties as provided in Section 5 of this Article II below, or (b) funded exclusively by other legally available revenues generated by the Authority. The Authority shall perform the Covered Economic Development Services in a manner consistent with the work plan set forth in Exhibit A-2 attached hereto (the "Work Plan") and by this reference made a part hereof; provided, however, that the Work Plan may contain aspirational elements not necessary to the delivery of the Covered Economic Development Services and that the non-completion of any or all of such aspirational elements of the Work Plan not necessary to the delivery of the Covered Economic Development Services shall not be an Event of Default (as defined in Section 7 of this Article II below) by the Authority.

The Parties hereby understand and agree that the Authority may perform portions of the Covered Economic Development Services and other activities contemplated in this Agreement through the Residential Care Facilities for the Elderly Authority of DeKalb County (the "Residential Care Authority") and the DeKalb Private Hospital Authority (the "Private Hospitals Authority") when such services fall within the statutory powers of those "affiliated" authorities. The County agrees that in appointing members of the board of directors of the Authority, insofar as possible, it will appoint the same individuals to the similar posts with similar terms on the Residential Care Authority and the Private Hospital Authority. As and to the extent the County decides to increase the number of directors of the Authority to eight or nine, the County will also increase the number of similar posts on the Private Hospital Authority in a corresponding manner. Because terms of directors of the Residential Care Authority by statute are longer than on the other affiliated authorities, the Authority will request directors leaving their posts on the Authority to resign from the Residential Care Authority. Further, since the maximum number of director positions on the Residential Care Authority by statute is seven, if the number of directors appointed to the board of directors of the Authority is increased to eight or nine, the appointees to the Residential Care Authority in excess of the first seven such persons appointed and serving will hold non-voting positions on the Residential Care Authority, and its bylaws shall be amended to so reflect this agreement in order to, among other things, track the applicable board seats which are non-voting.

In addition to the foregoing, the Authority will be responsible for the development, implementation, and funding (from its revenue or its contribution to the Annual Budget), of a branding and marketing plan for the County and the Authority, which branding and marketing plan shall be developed within ninety (90) days of the execution of this Agreement; provided, however, that no such branding and marketing plan shall be implemented prior to execution and delivery of this Agreement by the Chief Executive Officer of the County (the "CEO") so as to provide the designated representatives of the County with sufficient time to review, approve and/or provide input into such matters.

Notwithstanding the foregoing, the CEO reserves the right to delegate additional services and/or special projects to the Authority ("Supplemental Services") at any time and from time to time via delivery of one or more directive letters which fully describe the nature and type of any such Supplemental Services. To the extent the Supplemental Services are necessary or appropriate in order to fully implement the Strategic Plan (as reasonably determined by the CEO acting in his or her sole discretion), the Authority shall undertake such Supplemental Services without additional charge to the County; provided, that the cost of administration and implementation of the Supplemental Services does not exceed five percent (5%) of the Annual Budget, in the aggregate, for any fiscal year of the Authority ("Fiscal Year"). As and to the extent the Parties, acting reasonably and in good faith, determine that the cost of such administration and implementation exceed the foregoing amount, the County shall provide reasonable assurance to the Authority that it has or will make additional funds available to the Authority to cover the supplemental cost of such Supplemental Services. To the extent the Parties disagree as to the cost of such Supplemental Services, the Authority shall perform same as directed and shall only have the right to seek payment of the non-liquidated amount (that is, the amount which is not subject to a good faith dispute by the Parties) from the County.

Section 2. Additional Event and Activity Support from the DeKalb County Office of Economic Development. If the Authority requires additional services from the DeKalb County Office of Economic Development ("OED"), the Authority will provide OED, through its director or such liaison as he or she may designate, with at least one (1) month's prior notice of significant events and activities which the Authority will organize or attend (as a body, not merely through its President or staff) in furtherance of its purposes, together with a request for additional services as and to the extent required from OED or any other department or agency of the County. As and to the extent additional services or support are requested from OED, OED will then, within two (2) weeks of its receipt of the notice required under this Section 2, respond to the Authority with the particulars of the support and services it will provide, including identification of the personnel to plan the same and establishment of the related budget, in order to execute or attend such event or activity. Should a change be proposed in OED's initial plan for such support or services, the Authority shall be given at least five (5) days' advance notice, together with an opportunity to consult with OED, through its director or such liaison as he or she may designate, about such proposed changes. In order to implement the foregoing, the Parties hereby covenant and agree that the Authority shall make available to the County, whether by advance funding or immediate reimbursement, any and all reasonable costs and expenses associated with the additional support and services requested from OED.

Section 3. Staffing; Loaned Staff from OED to the Authority and/or Partially Funded by the County's Payments. The Authority shall have the right to select its Executive Director, President, or Chief Executive Officer (the "President"), which person shall be the employee of the Authority, shall have reporting obligations solely to the Board of Directors of the Authority (the "Board of Directors"), and shall be fully funded by the Authority's contribution to the Annual Budget. Notwithstanding the foregoing, the initial President shall be recommended pursuant to a search process which includes the creation of a selection committee which shall be comprised of one (1) representative of the CEO, two (2) representatives of the Board of Commissioners of the County (the "Board of Commissioners"), one (1) representative designated by the DeKalb Chamber of Commerce, one (1) member designated by the DeKalb Municipal Association, and two (2) representatives of the Authority.

In order to implement the Covered Economic Development Services in the most comprehensive and cost-effective manner, the County hereby covenants and agrees to: (a) provide "loaned" staff of OED to the Authority (the "Loaned Staff"), and/or (b) effect the orderly transition of OED staff to the employment of the Authority (the "Transitioned Staff") in accordance with the Staffing Plan, Position Summary and Job Descriptions shown on Exhibit B-1 attached hereto and by this reference made a part hereof. In the event that subparagraph (a) above applies, the Loaned Staff shall be under the control, direction and management of the Board of Directors. In addition, the Board of Directors shall have the authority to initiate reviews and make recommendations concerning other personnel action (e.g., terminations, promotions, duties, salary changes, etc.) relating to each member of the Loaned Staff; provided, however, that the Board of Directors shall not terminate (nor permit to be terminated) or change the pay rate of any member of the Loaned Staff without the prior approval of the Executive Assistant of the County. Approval from the County shall not be required for terminations, salary changes, or other personnel actions the Authority takes with respect to the Authority's own employees, including Transitioned Staff and any other Authority employees who formerly were (but no longer are) employees of the County.

Attached hereto as Exhibit B-2, is the Performance Appraisal Policy, Procedure, and Plan agreed to by both Parties, which shall for all purposes form a part of this Agreement.

As such relates to Loaned Staff, and notwithstanding anything herein to the contrary, no change or reduction in personnel or change in pay rate affecting the Loaned Staff supporting the Authority will be made without prior approval of the Executive Assistant of the County. In addition, with respect to Transitioned Staff, the Authority may not take any action which results in the termination of any such employee prior to the end of the first anniversary of this Agreement, except: (a) "for cause" which shall be defined as (i) intentional or willful misconduct in the performance of the normal duties for which a Transitioned Staff member has been hired; or (ii) a material breach of any term of this Agreement or failure to satisfactorily perform Transitioned Staff member duties and responsibilities hereunder; or (iii) commission of an act of theft, misappropriation, embezzlement, fraud, or dishonesty; or (iv) conviction of any felony, or conviction of a misdemeanor involving dishonesty or moral turpitude; or (v) failure to follow the Authority's written policies, procedures, and regulations; or (vi) willful or reckless engagement in conduct that is injurious to the operations, reputation, mission, or public profile of the County or the Authority, monetarily or otherwise at any time prior to such anniversary date, and/or (b)

due to force reductions due to budgetary considerations. Employment of Loaned Staff shall at all times be on an AT WILL basis. This means that the employment of the Loaned Staff may be terminated at any time by the County for any reason or for no reason at all. Neither Loaned Staff nor Transitioned Staff shall have any right of appeal to the County in the event of termination of their employment or other disciplinary action.

For purposes of clarification and without intending to limit any other provision in this Agreement, the Parties each covenant and agree that each member of the Loaned Staff and the Transitioned Staff shall provide the Authority with competent and timely services, performed in a manner sufficient to enable the Authority to accomplish its established purposes, goals, and objectives as provided in this Agreement and under the Development Authorities Law.

In partial consideration of the performance of the Covered Economic Development Services by the Authority, the County shall retain responsibility for the payment of salaries, benefits (such as insurance and retirement costs), and other remuneration payable to each member of the Loaned Staff, the costs and expenses (whether direct or indirect) of which shall be subtracted from the County's Funding Obligation (as defined in Section 4 of this Article II below) in the applicable Fiscal Year; provided, however, that the remuneration and costs and expenses to be a reduction of the County's Funding Obligation shall be established in a document in writing approved by the Executive Assistant of the County and the Chair of the Authority, as the same may be revised and so approved from time to time.

All computers, equipment, furniture, files and similar items paid for or owned by the Authority and in the possession of OED and its staff, shall be transferred to the possession of the Authority upon its request from time to time.

Section 4. Payments by County for Authority's Economic Development Services; Authority's Funding Commitment. The County hereby covenants and agrees to budget, appropriate and fund the lesser of sixty percent (60%) of the Annual Budget or seven-hundred and fifty thousand dollars (\$750,000), at the times and in the amounts set forth in Exhibit C attached hereto and by this reference made a part hereof, subject to adjustment as provided below, and after giving effect to a reduction for the County's fully-loaded funding obligations in respect of the Loaned Staff as provided in Section 3 of this Article II above (collectively, the "County's Funding Obligation"), each Fiscal Year during the Term for the Covered Economic Development Services. Notwithstanding the foregoing, as and to the extent the Authority meets or exceeds the Revenue Milestone (as defined in Exhibit C attached hereto) in the prior Fiscal Year, the County's Funding Obligation for the next Fiscal Year shall be subject to automatic re-allocation to permissible economic development services or activities to be performed by the Authority as designated by the CEO, in each case at the sole and absolute discretion of the CEO, by the applicable Re-Allocated Funding Amount, which shall be fifty (50) percent of the excess of the Actual Revenue over Projected Revenue for the applicable Fiscal Year (all as set forth in Exhibit C attached hereto).

The obligations of the County to make the payments required under this Section 4 and to perform and observe any and all of the other covenants and agreements on its part contained in this Agreement shall be a general obligation of the County. Notwithstanding the foregoing, the County's Funding Obligation is expressly subject to, if properly determined by the CEO

(a) holdback or reduction, as the case may be, in whole or in part, upon the occurrence of an Event of Default (as defined in Section 7 of this Article II below) by the Authority hereunder (after giving effect to any applicable notice, cure rights and dispute resolution rights and obligations of the Parties), (b) reduction, whether full or proportional, in the event the Authority fails to make an annual contribution of no less than the greater of forty percent (40%) of the Annual Budget or five-hundred thousand dollars (\$500,000) toward the Annual Budget at the times and in the amounts set forth in Exhibit C attached hereto, and (c) re-allocation as provided above and in Exhibit C.

In addition to the other applicable rights and remedies of the County for an Event of Default, the County (if properly determined by the CEO) will have the right to delay or withhold funding in any Fiscal Year, or for a portion of any Fiscal Year, in the event of a material and uncured default by the Authority under this Agreement; provided, however that the right to delay or withhold funding shall only apply to such amounts that are unencumbered as of the original notice date of an uncured Event of Default under this Agreement.

In no event shall the County's Funding Obligation be assigned or pledged to any third party.

Section 5. Annual Budget. The Parties hereby covenant and agree that the initial annual budget for the Authority (the "Initial Annual Budget") is set forth in Exhibit D attached hereto and by this reference made a part hereof. As and to the extent the Authority desires to revise the Initial Annual Budget or the annual budget for any subsequent Fiscal Year during the Term (the "Subsequent Annual Budget," and together with the Initial Annual Budget, the "Annual Budget") by more than five percent (5%), it shall be required to notify the CEO at least sixty (60) days prior to the effective date of any such budgetary reduction. As and to the extent the CEO determines that such reduction, in whole or in part, is not acceptable to the County, the County shall have the right, exercised in the sole discretion of the CEO, to reduce the County's Funding Obligation in the applicable Fiscal Year by the same percentage as the budgetary reduction. The Parties shall, in good faith, develop a Subsequent Annual Budget for each succeeding Fiscal Year in sufficient time to be considered as a part of the County's annual budgetary approval process. As and to the extent the Authority and the CEO cannot agree on a Subsequent Annual Budget for any future fiscal year, the Authority shall operate under the same budgetary and operational constraints as are set forth in the Annual Budget most recently approved by the Parties (as amended) until a Subsequent Annual Budget is agreed upon pursuant to the Dispute Resolution Procedures set forth in Section 9 of this Article II below.

Section 6. Term. This Agreement shall remain in full force and effect until the earlier to occur of (a) December 31, 2018, or (b) the earlier termination of this Agreement due to an Event of Default (after giving effect to any applicable cure period) (the "Term").

Section 7. Events of Default. The occurrence of any of the following shall be an "Event of Default" by a Party:

(a) Failure of the Party to substantially keep, observe, or perform any of the material terms, covenants, or agreements contained in this Agreement and the same is not remedied in accordance with the dispute resolution procedures set forth in Section 9 of this Article II below

(the "Dispute Resolution Procedures"); provided, however, that a failure of the Authority to provide a portion of the Covered Economic Development Services due to circumstances beyond its control shall not constitute an Event of Default hereunder as and to the extent the Authority (i) provides the County with written notice, within seven (7) days of its knowledge of such default, that describes (A) the portion of the Covered Economic Development Services that the Authority has failed or will fail to deliver, (B) the circumstances beyond its control that caused the default, and (C) the remedial action or other steps taken or to be taken to mitigate the negative impact of any such default; and (ii) is diligently pursuing remedial action or other steps designed to mitigate the negative impact of any such default; or

(b) Any representation or warranty confirmed or made in this Agreement by a Party shall be found to have been incorrect in any material respect when made or deemed to have been made and the same is not remedied within thirty (30) days after a Party gives notice to the other Party thereof.

Upon the occurrence of an uncured Event of Default, the non-defaulting Party may, in its sole discretion, have the option to pursue the following remedies:

(a) terminate this Agreement; or

(b) exercise any and all other remedies available at law or in equity to enforce this Agreement, to the fullest extent enforceable under applicable provisions of law, but in no event shall either Party be liable for consequential damages for an Event of Default.

Section 8. Review Procedure. This Agreement will be reviewed annually by the County and the Authority. The review will cover the services provided, service levels, budgetary matters and the related procedures. Any issues relating to this Agreement or the relationship of the County and the Authority prepared as a result of such review by either Party will be forwarded in writing and distributed concurrently to the County and the Authority as set forth under Article IV hereof. The intent is to enhance intergovernmental coordination efforts and ensure thorough, timely, and open resolution of any issues related to this Agreement.

Section 9. Dispute Resolution. In an effort to provide an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between the Parties, the Parties agree to follow the procedures set forth in this Section 9. However, nothing shall prevent the Parties from waiving any of the steps by mutual consent.

In the event any dispute, controversy or claim between the County and the Authority arises under this Agreement or is connected with or related in any way to this Agreement or any right, duty or obligation arising therefrom or the relationship of the Authority and the CEO hereunder (a "Dispute or Controversy"), including, but not limited to; a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation, performance, non-performance or enforcement of this Agreement, the Parties shall first attempt with diligence and in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the escalation procedure set forth in **Exhibit E** attached hereto and by this reference made a part hereof (the "Escalation Procedure").

If a mutual resolution and settlement are not obtained after completion of the Escalation Procedure, the Parties shall submit the Dispute or Controversy to mediation administered by the American Arbitration Association (the "AAA"). If the Dispute or Controversy cannot be resolved after completion of mediation, the Parties shall submit the Dispute or Controversy to non-binding arbitration administered by the AAA under its Non-Binding Arbitration Rules before the Parties may initiate litigation. Any common costs of mediation and non-binding arbitration shall be borne equally by the Parties.

Section 10. Other Requirements. The County expressly reserves the right, at one time or from time to time, on, before or after the effective date of this Agreement, to adopt a resolution increasing the Board of Directors from seven (7) members to nine (9) members (or such other number as may be legally permissible at such time). As and to the extent the County exercises such option, the Board of Directors shall immediately, and in no event more than sixty (60) days after the effective date of such County resolution, adopt a resolution which (a) approves amendments to the Authority's bylaws, articles and/or other applicable organizational documents giving effect to the aforementioned increase in the Board of Directors, and (b) authorizes its proper officers to negotiate, execute, deliver and/or file, as the case may be, any documents, instruments or certificates necessary, appropriate or reasonably required (as determined by the CEO or the County Attorney) needed to consummate the transactions contemplated in this Section 10 or elsewhere in this Agreement.

ARTICLE III

RECORDKEEPING; REPORTING AND BRIEFINGS

The Authority hereby agrees to maintain all books, data, and records concerning the use of funds and the programs implemented pursuant to this Agreement as may be required by the Development Authorities Law; any provisions of law applicable to the County not otherwise applicable to the Authority, of which the County notifies the Authority; the source of funding being provided to the Authority; or this Agreement. Except as limited by any provision of state or federal law, including attorney-client privilege, the County reserves the absolute and irrevocable right, acting through the office of the CEO, to request, review, inspect, access, and audit all data, records, and files of the Authority at a mutually agreed upon time, but in all cases the County shall be provided access at the earlier of (a) the fifth (5th) business day after the request, or (b) such time as the County determines is reasonable to protect the interest of the County at its sole discretion, to ensure compliance with this Agreement.

The Authority shall continue to provide its annual audited financial statements to the County in accordance with the provisions of applicable law. The Authority further covenants and agrees to provide quarterly reports and operational briefings to the CEO and the Planning and Economic Development Committee of the Board of Commissioners at least one (1) week in advance of each regularly scheduled meeting of the Authority held in the months of January, April, July, and October, commencing before the next regularly scheduled meeting occurring in April, 2014, describing in reasonable detail the services provided, the funds expended, and the activities undertaken by the Authority pursuant to this Agreement.

The President or the Chair of the Authority shall also be required to brief the CEO, or in his or her absence his or her Executive Assistant, or their designees, on a monthly basis, on all substantial initiatives and activities of the Authority affecting the Covered Economic Development Services to allow the CEO or his or her Executive Assistant to discuss and provide input on all such matters. If a personal briefing cannot be scheduled, the timely delivery of a summary and supporting information, with an offer to timely answer any questions or respond to any input, will constitute a sufficient briefing. Notwithstanding the foregoing, no contention that any such briefing and input was not accomplished or was insufficient shall void or impair an action taken by the Authority that otherwise is proper under applicable law. The foregoing provisions regarding briefing and input shall not apply to actions concerning disputes with the County, which are to be handled pursuant to the Dispute Resolution Procedures.

In order to assist the County with meeting its fiduciary duties, the Authority is hereby required to provide the County with notice of any claims, suits, investigations, and pending or threatened litigation which may have a material adverse financial or operational effect on the Authority, as determined reasonably and in good faith. Notices of such matters shall be provided no later than the seventh (7th) business day after receipt of such by the Authority. For purposes of this provision, any claim, dispute, investigation, or other matter which, in aggregate or individually, equals or would negatively impair more than three percent (3%) of the current Annual Budget shall be deemed to have a material adverse financial or operational effect on the Authority.

ARTICLE IV

NOTICES

All required notices under this Agreement concerning litigation and claims, or allegations of default or other default proceedings shall be given by certified first-class U.S. Mail, return receipt requested or by in person delivery by hand, or by overnight delivery service. The Parties agree to give each other non-binding, duplicate facsimile, e-mail, or other mutually agreeable form of electronic notice. Other notices, reports, audits, briefings, correspondence and communication can be delivered by e-mail or other mutually agreeable means of electronic communication. Future changes in address shall be effective upon written notice being given by the Authority to the County Executive Assistant or by the County to the Authority Chair via first-class U.S. Mail, return receipt requested or by in person delivery by hand, or by overnight delivery service. Notices shall be addressed to the Parties at the following addresses:

If to the County:

Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
Facsimile: (404) 371-4751

With a copy to:

County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
Facsimile: (404) 371-3024

Presiding Officer
DeKalb County Board of County Commissioners
1300 Commerce Drive
Decatur, Georgia 30030
Facsimile: (404) 371-7004

If to the Authority:

President and Chair
Development Authority of DeKalb County
330 West Ponce de Leon Avenue, 6th Floor
Decatur, Georgia 30030
Facsimile: (404) 687-2737

With a copy to:

James P. Monacell, Esq.
Smith, Gambrell & Russell, LLP
1230 Peachtree Street, NE, Suite 3100
Atlanta, Georgia 30309
Facsimile: (404) 685-6855

ARTICLE V

NON-ASSIGNABILITY; NO RELIANCE OR BENEFICIARIES

Neither party shall assign any of the obligations or benefits of this Agreement. There are no third-party beneficiaries to this Agreement, and no third person or party may rely on the undertakings of the County or the Authority hereunder or make any claim based thereon.

ARTICLE VI

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the Authority or the County. No change to this Agreement shall be effective unless an amendment to the Agreement is adopted by authorized representatives of both Parties.

ARTICLE VII

SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action

taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE VIII

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties successors.

ARTICLE IX

COUNTERPARTS

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

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE TO
INTERGOVERNMENTAL AGREEMENT
(CONCERNING ECONOMIC DEVELOPMENT SERVICES AND STAFFING)**

IN WITNESS WHEREOF, the County and the Authority have executed this Agreement through their duly authorized officers.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
Lee May
Interim Chief Executive Officer

ATTEST:

By: _____
Barbara H. Sanders, CCC
Clerk to the Chief Executive Officer
and Board of Commissioners

APPROVED AS TO FORM:

By: _____
Overtis H. Brantley, Esq.
County Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Zachary Williams
Executive Assistant and Chief Operating Officer

**SIGNATURE PAGE TO
INTERGOVERNMENTAL AGREEMENT
(CONCERNING ECONOMIC DEVELOPMENT SERVICES AND STAFFING)**

IN WITNESS WHEREOF, the County and the Authority have executed this Agreement through their duly authorized officers.

**DEVELOPMENT AUTHORITY OF
DEKALB COUNTY, GEORGIA**

By: _____
Vaughn Irons
Chair

APPROVED AS TO FORM:

By: _____
James Monacell, Esq.
Authority Counsel

ATL 19023900v12

EXHIBIT A-1

Covered Economic Development Services

EXHIBIT A-1

COVERED ECONOMIC DEVELOPMENT SERVICES

Note that the Covered Economic Development Services shall include Tax Allocation District Administration; New Markets Tax Credit Strategy Formulation and Implementation; Implementation and Administration of the County's Opportunity Zone Programming and Participation in the development and funding of the Strategic Plan and implementation of Key Components thereof. For purposes of clarification, the scope of services contemplated in this Exhibit A-1 attached to that certain Intergovernmental Agreement (Concerning Economic Development Services and Staffing), dated as of [____], 2013 (the "Intergovernmental Agreement"), entered into by and between DeKalb County, Georgia (the "County") and the Development Authority of DeKalb County (the "Authority") has been developed to serve as an interim guide to the economic development activities of the Authority until the completion of the County's Comprehensive Economic Development Strategic Plan (the "Strategic Plan"). Once adopted by the County, the economic development services and related activities identified in the Strategic Plan, which is currently under development by the County, with the participation and input of the Authority, will automatically, and without further action of either Party, supplement and amend this Exhibit A-1. Notwithstanding the foregoing, the Parties hereby covenant and agree to work in good faith to memorialize such supplemental or amendatory changes by operation of a replacement to this Exhibit A-1.

Support services and activities relating to the Covered Economic Development Services (as defined in the Intergovernmental Agreement) will encompass the usual roles of a development authority established under the Development Authorities Law, O.C.G.A. § 36-62-1 *et seq.*, for counties and cities of comparable population and territory, including the performance of the duties and obligations of a President, a deputy President, and professional staff thereof, with such services being provided on a level at least commensurate with the services afforded to the Authority by the DeKalb County Office of Economic Development ("OED") in the last five (5) years, and will include, but are not be limited to:

- (a) operation of the central office;
- (b) processing of calls, inquiries, correspondence, and mail;
- (c) maintenance of records (current and historic);
- (d) organization of meetings (monthly and specially called) including establishment of agendas;
- (e) completion of minutes and financial statements;
- (f) collection of Authority's annual and other fees;
- (g) administering the banking accounts and investments of the Authority under the direction of the Authority; and

(h) implementation of the Covered Economic Development Services (as supplemented and amended by the economic development services and activities identified in the Strategic Plan).

EXHIBIT A-2

Work Plan

EXHIBIT A-2

WORK PLAN

Background

This Development Authority of DeKalb County Economic Development Alliance Business Strategy, Tactics and Work Plan (this "Work Plan") is intended to provide an overview of the Authority's planned approach to creating a comprehensive, self-sustaining and integrated economic development alliance as between the Authority, the County and its various business and community stakeholders. This Work Plan, however, is intended to serve as a preliminary framework document, which will be supplemented, amended and/or replaced, as the case may be, as needed to fully integrate the economic development services and related activities identified in the County's Comprehensive Economic Development Strategic Plan (the "Strategic Plan"), as and to the extent applicable to the Authority.

DeKalb County is gifted with unique and numerous assets including, but not limited to: (1) the proximity and accessibility to major highways, (2) the presence of the National Centers for Disease Control, nationally recognized institutions of higher education (including Emory University, Agnes Scott College, Oglethorpe University, and Mercer University), (3) the presence of several industrial parks, (4) the presence of numerous commercial corridors and related development nodes, several of which are adjacent to mass transit stations (5) the existence of large and continuous green space areas such as Stone Mountain Park, and (6) sustainable resources, both natural and human.

Like many other counties, locally and nationally, the County has experienced a high rate of foreclosures and a significant decrease in its property values over the last five years, resulting in prolonged budgetary constraints. Revenue losses have been exacerbated by the incorporation and annexation of highly desirable areas. These factors, among others, have made it challenging for the County to attract new investments in certain areas and/or has impacted the County's ability to achieve optimal growth.

In order to remain competitive within the metropolitan region, the U.S. and globally, the County recognizes the need to create a new vehicle to spearhead its economic development activities and galvanize all parties around a strategic set of goals and objectives. Given the current challenges, the County is in urgent need of an organization specifically designed, fully staffed, resource committed and focused solely on economic development and quality of life for the County as its sole purpose.

Strategy Overview

DeKalb County aspires to diversify, more evenly distribute and grow its economy, and improve the structures which will foster and support this broadened and more diversified economy, toward the mark of establishing the County as a recognized leader in attracting national and international firms and entrepreneurs. In order to meet this objective, the County and the Authority desire to create an alliance which will clearly signal that the County is fully

prepared and committed to the creation of an economic development vehicle which supports the growth and development of new and existing businesses by (1) improving the depth and breadth of economic development services; (2) identifying, packaging and marketing strategic opportunities; (3) growing a strong and capable workforce; (4) improving the overall quality of life of citizens; and (4) thoughtfully identifying and implementing appropriate and targeted incentives and projects, as well as the initiatives needed to support them.

The foregoing will be achieved by operation of a public-private coalition, led by the Authority, between and among the County, the Authority, the business community, educational institutions, the medical/health/science sector, various civic stakeholder groups and other participating governments located in the County. In an effort to improve the economic outlook and environment of the County, the Authority will encourage superior client and customer service, a positive development culture, and action oriented results from dedicated business owners, elected officials, the administration, Authority staff and supporting community leaders.

Notably, after the recent economic challenges, most communities have shifted to supporting a public-private model for economic development. The Authority believes that government cannot be the lone driver of prosperity for its citizens. Rather, the private sector must be directly involved in development, and should be encouraged to stay involved in order to improve impact and sustainability. Working models of similar public-private economic development frameworks provide evidence that such arrangements can successfully create development impacts, above and beyond the specific activities undertaken. From the business perspective, such arrangements are more likely to be highly impactful and sustainable, versus the more passive approach to community development driven by philanthropic contributions.

This Authority led "Alliance" will become the "one-stop" location for and the driving force behind the key economic development priorities in the County. *Its goal will be to lead, facilitate or promote every significant economic development activity within the County,* and the County's role in economic development activities regionally. The Alliance will have a two-pronged structure: (1) the governing structure, and (2) the operational structure. The governing structure will consist of the Board of the Authority and a policy oversight group which will be made up of the key stakeholders. The operational structure will include a day-to-day staff which will become the face of economic development and programmatic implementation through affiliated business relationships.

In addition to our direct economic development priorities, the Authority will serve as a key advocate and partner for community-focused efforts in the arenas of quality of life, education and workforce, drug and crime prevention, arts and culture, species protection and land management, water resource management, transportation capacity development, and community sustainability practices.

Alliance Objectives:

- To create an atmosphere supporting development and investment in DeKalb County
- To improve public perceptions and promote DeKalb County as a premier business, education and lifestyle destination for business and investors

- To develop a simplistic model that makes clear the access point of economic development services.
- Foster the economic development of the DeKalb County and tap the latent potential of our citizens and stakeholders.
- Foster integration and coordination of local institutions and associations around a shared vision of local economic development.
- Establish a collaborative working relationship with all DeKalb municipalities, whether historical cities or newly formed around economic development.
- Stimulate an entrepreneurial culture by promoting local small & medium sized business.
- Plan and bring into being a system of services to public and private organizations that can support local economic development.
- Pay special attention to identifying the most vulnerable social groups and seek opportunities to enhance and eliminate threats to our quality of life

The Authority will use a combination of economic development tools to build a sustainable economy and ideal quality of life for DeKalb County. The selected tools are designed to help existing businesses grow, attract new businesses, and maintain or create a diverse economy that it is resilient when changes occur regionally, nationally or globally.

- Continue issuing conduit bonds
- Continue lease-purchase bond financing
- Implement a New Market Tax Credit Program by forming a Community Development Enterprise (CDE)
- Participate in real estate development on a case-by-case basis
- Facilitate small business and entrepreneur loans by becoming a Small Business Investment Corporation (SBIC)
- Manage the Brownfield Revolving Loan Program
- Implement a moderate-income Workforce Housing Initiative that supports DeKalb businesses
- Manage the DeKalb County Tax Allocation District programs
- Lead the international outreach and recruitment efforts
- Support and encourage the development of industrial districts in County
- Create and implement a plan to support the development of the film industry and related opportunities in the County
- Other economic development or quality of life initiatives as desired by the Authority in support of the mission

Economic Development Priorities and Tools

DeKalb County enjoys a diverse economic base and employment profile. The Authority led economic development alliance will continue efforts to strengthen their existing position and will encourage economic growth that is compatible with DeKalb County's character and lifestyle. The Authority led alliance will also pursue economic development activities that complement existing businesses and industries.

County economic development priorities addressed in the following sections include:

- A. Economic development partnerships and planning coordination
- B. Business retention and expansion
- C. Business recruitment
- D. Education & talent development and retention
- E. Development and redevelopment project stimulation
- F. Access to capital

In order to capture the best jobs and attract and retain top talent, the DeKalb economic development program must be a balanced, holistic model of local growth. The following listing of programmatic priorities contains an equal focus on existing business, small business development, business attraction, and the provision of a workforce to best serve employer needs. The Authority is implementing this programmatic focus while it simultaneously works with the County in developing a comprehensive economic development strategy. Until that time, the following components will serve as preliminary aspects of our economic development program. The program areas will also serve the entire County as one unified approach for investment and development for both incorporated and unincorporated areas of DeKalb County. The basis of our alliance concept is to solidify strong relationships with each County stakeholder within each program area.

A. County Economic Development Partnerships and Planning Coordination

1. **Goal:** Establish working partnerships with key county organizations that support economic development. The World Economic Forum defines a public-private partnership as *a voluntary alliance between various equal actors from different sectors whereby they agree to work together to reach a common goal or fulfill a specific need that involves shared risks, responsibilities, means and competencies*

- 1.1 **Objective:** Strengthen engagement of key players and overall economic development execution.

- a **Implementation Strategies:** The Authority will sign an "Alliance Agreement" (essentially a Memorandum of Understanding) with these organizations to support the County's economic development activities. The key organizations are:

- DeKalb Cities and the Development Authorities of those Cities
- DeKalb County School Board and School System
- DeKalb-based Community Improvement Districts (CID)
- Higher education institutions
- Georgia Power
- Major employers
- MARTA
- Georgia Department of Economic Development
- DeKalb Chamber of Commerce
- DeKalb-based hospitals and medical institutions
- Other chambers of commerce and business membership groups within DeKalb County
- DeKalb Workforce Development
- DeKalb County Community Development
- DeKalb County Planning and Development
- Joint Development Authority of Metropolitan Atlanta
- DeKalb Convention and Visitors Bureau

2. **Goal:** Coordinate economic development activities with the County's Strategic Plan.

- 2.1 **Objective:** Active Authority participation in Strategic Plan development and implementation. The Authority to encourage revisions to the Plan as necessary to enhance desired development.

- a **Implementation Strategies:** Annually, the Authority will:
 - Solicit comments and input from Alliance members and the Authority Economic Development Policy Advisory Group

- to review County economic development goals and objectives,
 - will review the County's Strategic Plan for consistency and compatibility with the various stated economic goals and objectives; and
 - provide feedback to the Department of Planning as to how the Strategic Plan may be modified to more clearly articulate the Authority's economic development direction.
3. **Goal:** Implement the DeKalb County Economic Development Plan
- 3.1 **Objective:** Organizationally digest the Economic Development Plan and structure initiatives that facilitate aggressive implementation.
- a **Implementation Strategies:** The Authority will:
- Fully educate Alliance members on the Authority's Economic Development Plan
 - Policy Advisory Group on the content and elements of the Economic Development Plan.
 - The Authority staff will review the County's Strategic Plan for consistency and compatibility with the various stated economic goals and objectives.
 - Authority staff will tie organization activities back to the stated elements of the plan.
 - The Authority will report annually on the implementation of the Economic Development Plan.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Community Development Block Grant (CDBG)

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

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

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven

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

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

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

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

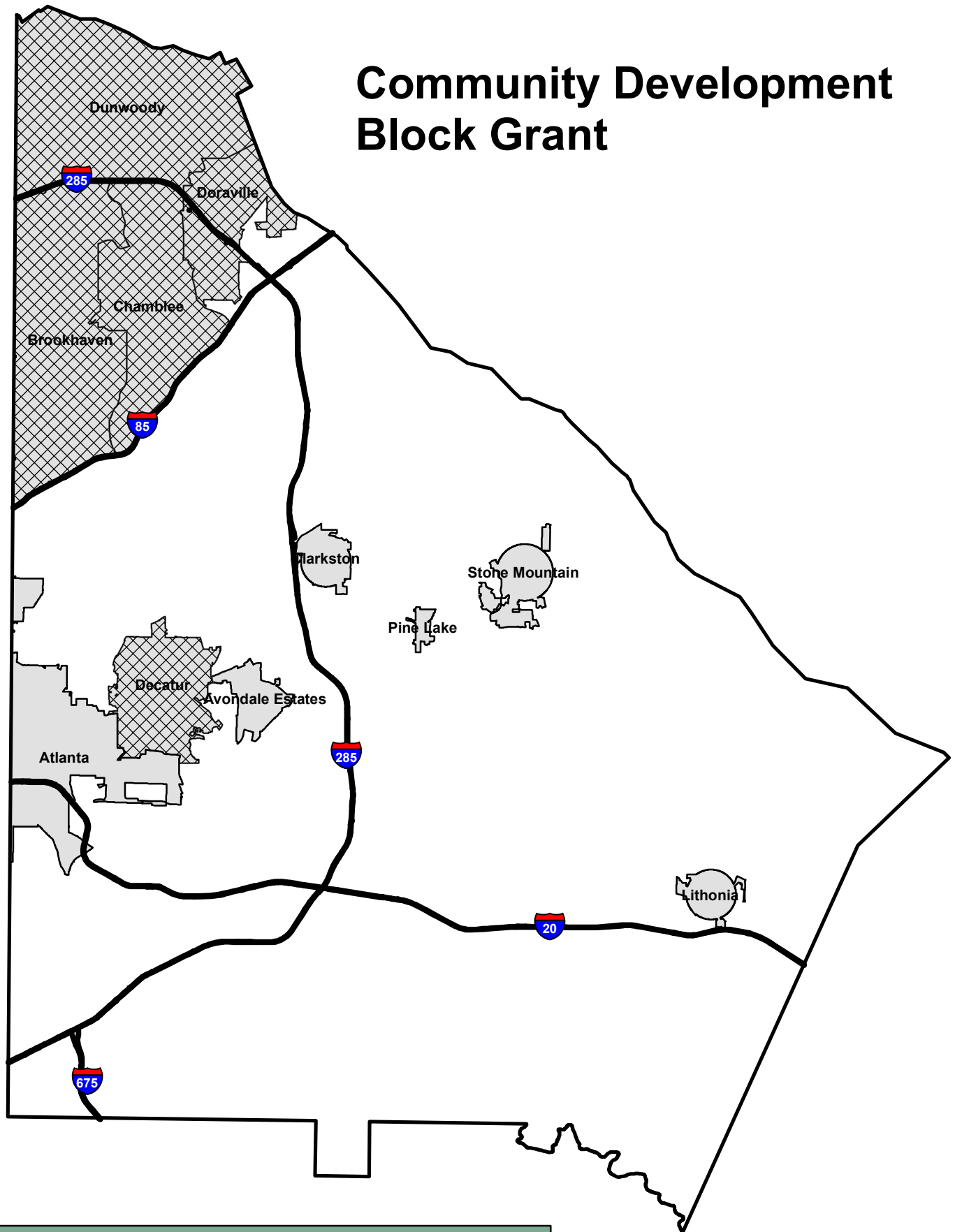
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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



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

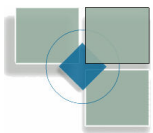
Community Development Block Grant



Department of Planning & Development - Long Range Planning Section

Community Development Block Grant

-  Service Provided by DeKalb County
-  Municipality Responsible for Service



0 1.5 3 Miles

Created: 11/18/10
Source: DeKalb County Planning & Development Dept/GIS Dept
Atlanta Regional Commission



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Structural Inspections / Permits / Land Development

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County-	User Fees
Avondale Estates, Pine Lake	General Funds and User Fees
Brookhaven, Chamblee, Clarkston	General Funds and User Fees
Decatur, Doraville, Dunwoody	General Funds and User Fees
Lithonia, Stone Mountain	General Funds and User Fees
City of Atlanta	User Fees

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Pine Lake ordinance adopting the Dekalb Co. Building, Plumbing, Heating & Electrical Code.
Resolution to levy taxes 2014. Private contract w/City of Decatur/Safe Built, Inc.
Roads and Drainage Division, service provider matrix.
City of Decatur Contract with Safe Built, Inc. (Nov. 8, 2010 to ongoing).

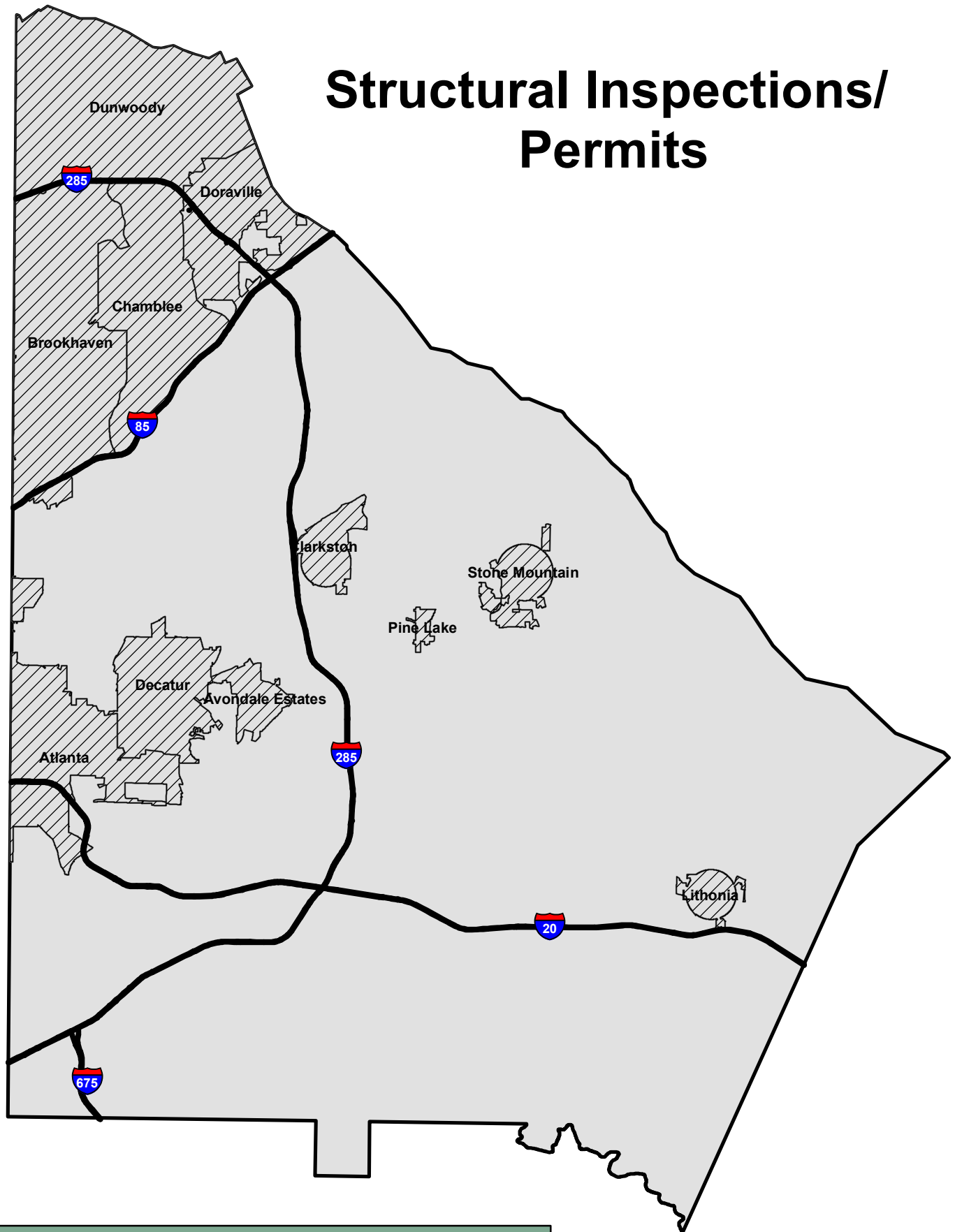
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

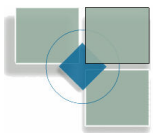
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Structural Inspections/ Permits





Department of Planning & Sustainability- Long Range Planning Section



0 1.5 3 Miles

Structural Inspections / Permits

-  Municipality Responsible for Service
-  DeKalb County responsible for service



City Commission

509 North McDonough Street

P.O. Box 220

Decatur, Georgia 30031

404/370-4102 ■ Fax 678/553-6518

info@decaturga.com ■ <http://www.decaturga.com>

November 23, 2010

The Honorable Burrell Ellis
CEO, DeKalb County
330 W. Ponce de Leon Avenue
Decatur, GA 30030

Dear CEO Ellis:

The City of Decatur has contracted with SafeBuilt, Inc. to assist the City by providing plan review and inspection services. As part of this contract the City will be able to provide electrical plan review, permitting and inspections for development within the city limits of Decatur. The City's Planning Director, Amanda Thompson, notified Hari Karikaran, Associate Director Development of this change on or about November 8, 2010. Subsequently, it was requested that I send a letter to you confirming this change.

We will begin issuing electrical permits on December 1, 2010. We anticipate that DeKalb County staff would continue to inspect and issue Certificates of Completion for projects that were permitted with DeKalb County prior to December 1, 2010.

Please let me know if you have any questions or concerns regarding this issue.

Sincerely,



William F. "Bill" Floyd
Mayor

Cc: Peggy Merriss, City Manager
Amanda Thompson, Planning Director

Bill Floyd Mayor ■ Jim Baskett, Mayor Pro Tem
Frederick Boykin, Jr., Commissioner ■ Kecia A. Cunningham, Commissioner ■ Patti Garrett, Commissioner

An Equal Opportunity Employer

AN ORDINANCE ADOPTING THE DEKALB COUNTY
BUILDING, PLUMBING, HEATING, AND ELECTRICAL
CODE FOR THE CITY OF PINE LAKE, GEORGIA

BE IT ORDAINED by the City Council of Pine Lake in DeKalb County, Georgia, and it is hereby ordained by the authority of the same as follows:

ADOPTION BY REFERENCE

The following codes of DeKalb County, Georgia are hereby adopted as such codes for the City of Pine Lake, as fully as if set out at length herein, except as hereinafter provided; and the same are hereby made a part of this chapter:

- (1) The DeKalb County Building Code, as amended through the date of adoption of this ordinance, and any amendments hereafter, with the exception that the fees now provided for building permits by the City shall remain in full force and effect and shall not be affected by any provisions of such building code.
- (2) The DeKalb County Electrical Code, as amended through the date of adoption of this code of ordinances, and any amendments hereafter.

- (3) The DeKalb County Heating, Ventilating and Air Conditioning Code, as amended through the date of the adoption of this ordinance, and any amendments hereafter.
- (4) The DeKalb County Plumbing Code, as amended through the date of adoption of this ordinance, of DeKalb County, Georgia, 1976 edition, and any amendments hereafter. In all respects, except as may be provided in this ordinance, such plumbing code shall constitute the plumbing code of this City, including the appointment of the advisory board, and board of examiners provided for in such plumbing code, which boards shall act for and in behalf of the City.

COPIES ON FILE

At least one copy of each of such codes shall be kept on file in the office of the City Clerk and the same are hereby made a part of this code.

DEFINITIONS

- (a) Wherever the word "county" appears in such codes, the same shall read "city".

(b) Wherever the words "commissioners" or "board" appears in such codes, the same shall read "city council".

CONFLICT OF LAWS

Where such building, plumbing, heating and electrical code is in conflict with the provisions of any other ordinance of the City or any State law, the provisions of the DeKalb County Building Code, or the State law shall prevail.

PENALTY FOR VIOLATION

Any person guilty of a violation of any of such codes shall be punished as provided in Section 9-4002 (16) (c) of the Heating, Ventilating, and Air Conditioning Code; Sections 9-3002 (16) (c) of the Plumbing Code; and, Section 9-2001 of the Electrical Code.

BUILDING PERMITS

No new construction, or alterations or repairs shall be made without first obtaining a building permit from the City; and, second, by obtaining a permit from the DeKalb County Development Department.

MISCELLANEOUS

The Development Director, or his duly authorized representatives of the DeKalb County Development Department is hereby authorized to make all inspections as required under the provisions

of the codes as adopted in this ordinance, and in accordance with any minimum ordinance as may be adopted by the City of Pine Lake. Upon presentation of proper credentials, he may enter at 8:00 A.M to 8:00 P.M. any building, structure or premises in the City to perform any duties imposed upon him by the codes so adopted, and in accordance with any minimum ordinances as may be adopted by the City of Pine Lake. The development director or his authorized representatives are hereby authorized and directed to enforce all the provisions of the codes so adopted and are hereby invested with all police powers as authorized by the City Charter of Pine Lake, as necessary for the purpose of issuing copies of charges and prosecution of any person or persons as may be charged with any violation of the codes so adopted.

REPEALER

All ordinances or parts of ordinances in conflict herewith are expressly repealed hereby.

First Reading March 14, 1983 Q.B. ;

Second Reading April 11, 1983 Q.B. ;

Third and Final Reading May 9, 1983 Q.B. .

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINE
LAKE, GEORGIA, THIS 9 day of May, 1983.

Mary F. Singer
MAYOR

ATTEST:

Judi D. Brumell
CITY CLERK

ORDINANCE 108

READ AND APPROVED AS TO FORM

Alan Mullinax
Alan Mullinax, City Attorney,
Pine Lake, Georgia



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Planning and Zoning

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Individual jurisdictions will provide	General Fund and User Fees
cost for service. Atlanta, Avondale	Special Tax District Grants
Estates, Brookhaven, Chamblee,	
Clarkston, Decatur, Doraville,	
Dunwoody, Lithonia, Pine Lake,	
Stn Mtn.	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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
Individual jurisdiction	Atlanta, Avondale Estates, Brookhaven, Chamblee,	
	Clarkston, Decatur, Doraville, Dunwoody, Lithonia,	
	Pine Lake, and Stone Mountain.	

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

None needed

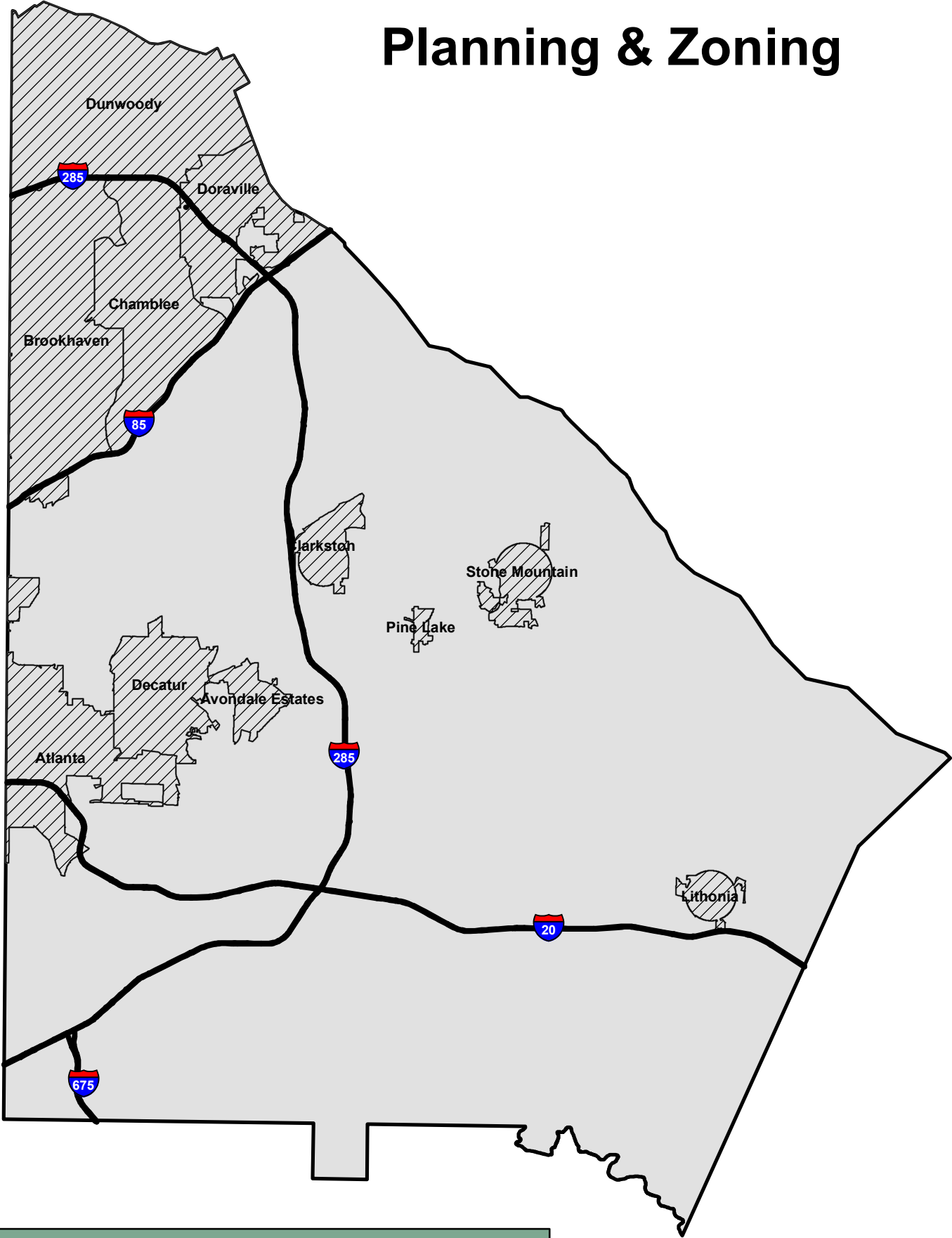
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

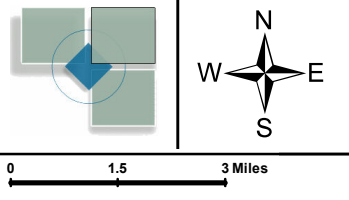
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Planning & Zoning



Department of Planning & Sustainability- Long Range Planning Section



- Legend
- Service provided by Municipality
 - DeKalb County provides service



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:DEKALB COUNTY

Service:Code Enforcement

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

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

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

DeKalb County Code of Ordinances; Chapters 27, 15, and 14.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Public Housing

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

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

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

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

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

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

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

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

☒ No

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

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

SDS FORM 2, continued

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

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

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

DeKalb Co. Housing Authority, City of Atlanta Housing Authority

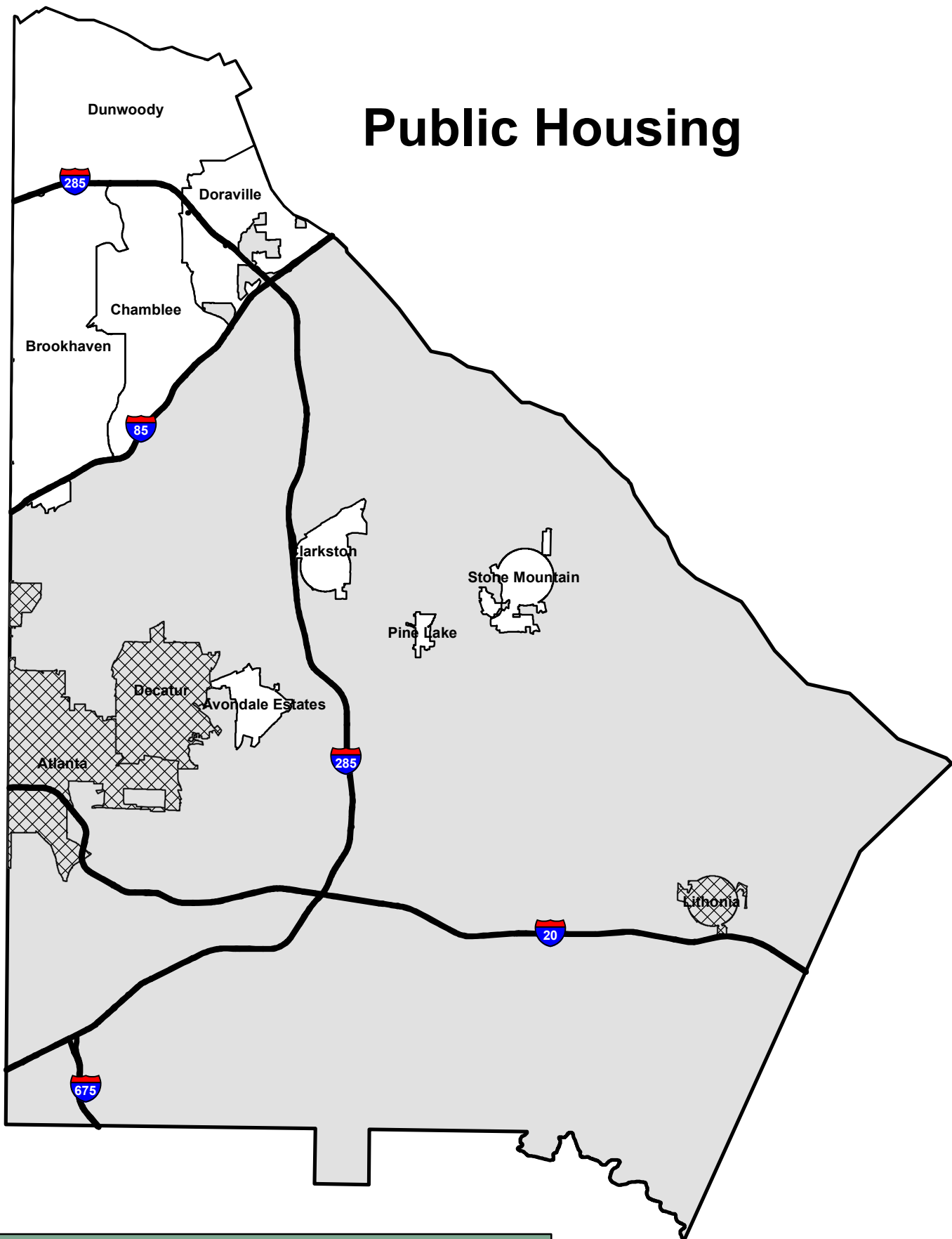
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Phone number: **404-371-2155** Date completed: January 2015

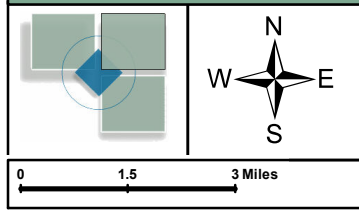
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No




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

Public Housing



Department of Planning & Sustainability- Long Range Planning Section



- Public Housing**
-  Municipality has its own Housing Authority
 -  Not Available
 -  The Housing Authority of DeKalb County

DeKalb County Service Delivery Strategy 2014

Public Works Services in DeKalb Municipalities and Atlanta

Public Works	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Water Treatment / Water Distribution	IG-DC	These services are provided by DeKalb County as an enterprise fund paid for by users fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D-IG
Wastewater Collection & Treatment	IG-DC											D
Refuse Collection	D	D	DC	D	D	D	C	IG-DC	IG-DC	C	C	D
Landfill	C	DC	DC	DC	DC	DC	C	DC	DC	DC	C	C
Recycling Programs	C	C	DC	D	D	D	C	IG-DC	IG-DC	D	C	D
Street Construction & Maintenance	D	DC	D	DC	DC	D/DC	DC	D	DC	DC	DC	D
Street Cleaning	D	D	D	D	D	D	D	D	D	D	D	D
Traffic Engineering	D	IG-DC	D	IG-DC	IG-DC	IG-DC	IG-DC	D	IG-DC	IG-DC	IG-DC	D
Storm Water	D	J	D	J	J	D/J	J	D	J	D	D	D
Cemetery	D	N/A	N/A	N/A	N/A	D	N/A	N/A	D	N/A	D	D
Airport	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	D	D

Definitions

WATER TREATMENT/WATER DISTRIBUTION	Self explanatory.
WASTEWATER COLLECTIONS & TREATMENT	Self explanatory.
REFUSE COLLECTION	Self explanatory.
LANDFILL	Use of public, private or DeKalb County is considered contract; not intergovernmental agreement.
RECYCLING PROGRAMS	Self explanatory.
STREET CONSTRUCTION & MAINTENANCE	Re-paving (not including LARP), pothole repair, the maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination.
STREET CLEANING	Right of way mowing, tree trimming, leaf removal, etc.
TRAFFIC ENGINEERING	Self explanatory.
STORM WATER	Self explanatory.
CEMETERY	Self explanatory.
AIRPORT	Self explanatory.

D: Direct

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement

C: Contract

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

DC: DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: DEKALB COUNTY

Service: *Water Treatment and Distribution*

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

☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **DeKalb County (See further explanation of IGAs/ etc. listed in questions #5 and #6.)**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Enterprise Funds
Avondale Estates, Brookhaven,	
Chamblee, Clarkston, Decatur,	Enterprise Funds
Doraville, Dunwoody, Lithonia, Pine	
Lake, Stn Mtn	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

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

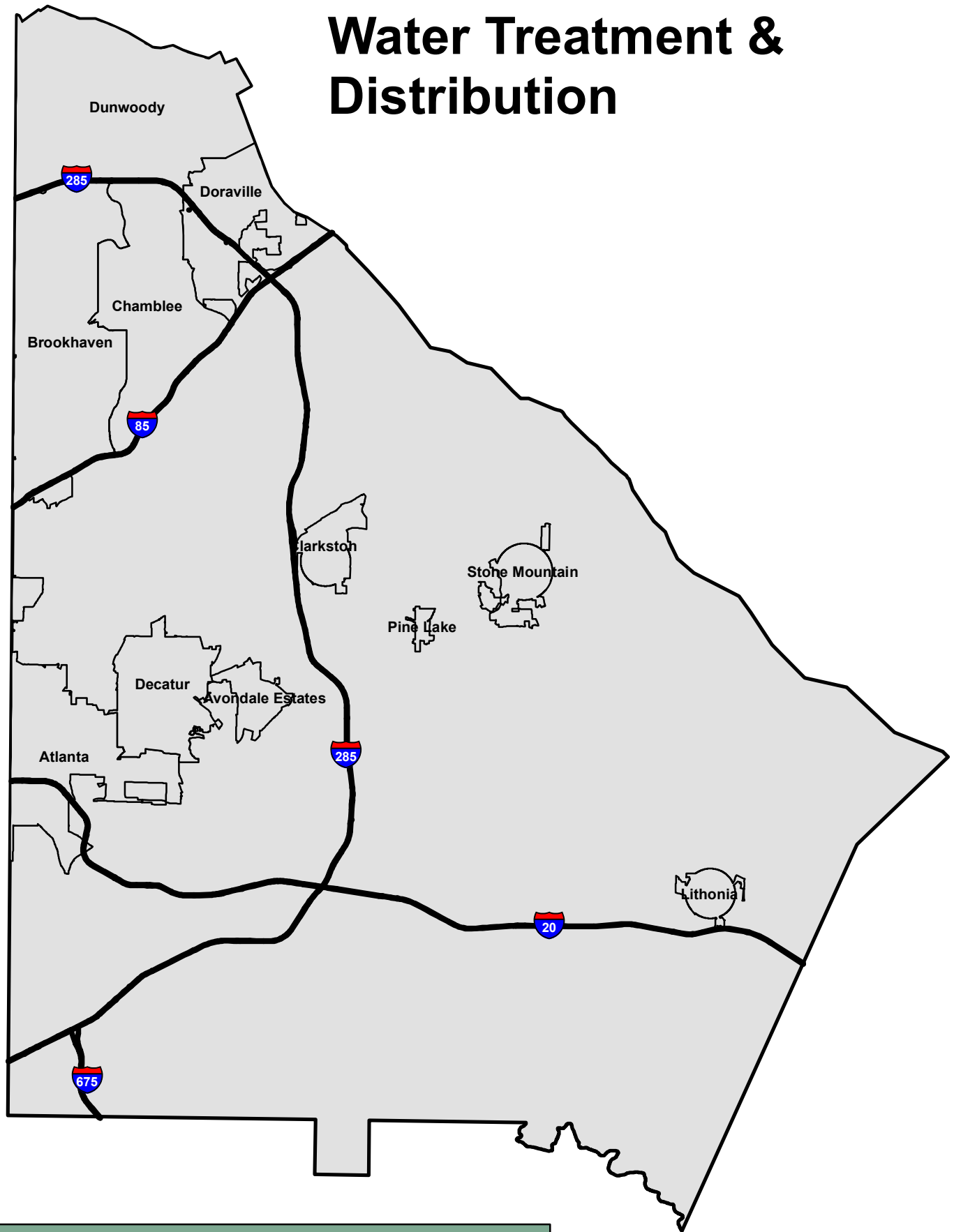
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

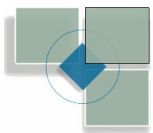
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Water Treatment & Distribution



Department of Planning & Sustainability- Long Range Planning Section



0 1.5 3 Miles

Water Treatment & Distribution

□ Service Provided by DeKalb County

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF WATER AND WASTEWATER SERVICES
between
DEKALB COUNTY, GEORGIA AND
THE CITY OF BROOKHAVEN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia and the City of Brookhaven, Georgia.

WHEREAS, the City of Brookhaven was created by act of the State of Georgia General Assembly in 2012, which was ratified by its citizens by referendum to create an effective date for the new city of December 17, 2012; and

WHEREAS, as authorized by O.C.G.A. § 36-70-20 *et seq.*, DeKalb County provides water treatment and distribution and wastewater collection and treatment services for various municipalities in DeKalb County pursuant to a Service Delivery Strategy Agreement among and between the County and the various municipalities located therein dated August 24, 1999, as amended; and

WHEREAS, DeKalb County (the "County") has provided water treatment and distribution and wastewater collection and treatment services to residents of the City of Brookhaven (the "City"), through its facilities as maintained and improved over time, for many decades pursuant to various agreements, including the Service Delivery Strategy Agreement; and

WHEREAS, the creation of the City, as a new municipality within the County, requires the County and the City to enter into an agreement as to the provision of water and wastewater services within the municipal boundaries of the City pursuant to the processes and procedures of the Service Delivery Strategy Act ("Act"), O. C. G. A. § 36-70-20 *et seq.*; and

WHEREAS, pursuant to the Act, the Service Delivery Strategy Agreement between the County and the municipalities within its jurisdiction must be amended to provide for the addition of the City, and, specifically, the provision of water and wastewater services by the County to residents of the City; and

WHEREAS, because an amendment to the current Service Delivery Strategy Agreement cannot be completed by December 17, 2012, the parties desire to enter into an intergovernmental agreement governing the continuation of the provision of water and wastewater services by the County to residents of the City until such time that the Service Delivery Strategy Agreement is duly amended to account for such services; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to provide water treatment, distribution and wastewater collection and treatment services within the boundaries of the City for a period of one year beginning December 17, 2012 and ending on the date the Service Delivery Strategy Agreement is amended; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to allow the City to resurface roads and rights-of way in the City after the County has repaired or upgraded a water or sewer line laying beneath such roads of rights of way; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and the City agree as follows:

Section 1. The County will provide water treatment and distribution and wastewater collection and treatment services to the residents of the City as are currently recorded as customers of the County or as may become customers of the County, pursuant to the terms of the Service Delivery Strategy Agreement approved by the County on August 24, 1999, as subsequently amended, until such time as the terms of the provision of water and wastewater services is formally agreed upon by the parties and incorporated into a duly adopted amendment to the current Service Delivery Strategy Agreement or other agreement, if such other agreement is deemed appropriate and necessary. Until the time as such an agreement is effective, the following shall apply to the provision of water and wastewater services to residents of the City:

- 1.1 The level of service to the residents of the City will be provided as is set forth in the current Service Delivery Strategy Agreement and shall be equal to or exceed the level of service provided by the County in 2012 within the area that comprises the territorial limits of the City.
- 1.2. The rate structure for the residents of the City will be at the same level as of the effective date of this Agreement or as amended by DeKalb County Governing Authority at the same rate and manner that such rate is imposed and collected within the unincorporated portion of the County.

Section 2. On or before January 18, 2013, the City adopted a water and sewage disposal ordinance that is no less stringent and is as broad in scope as codified in chapter 25, sections 25-1 through 25-307 of the Code of DeKalb County, as Revised 1988, except the City did not and is not required to enact Sections 25-45 through 25-49 of the Code of DeKalb County, as Revised 1988. Whenever the County intends to amend its water and sewage disposal ordinance, it will forward a copy of such proposed amendment(s) 30 days prior to the date of enactment to the City Manager. If the proposed amendment is to the County's fats, oils and grease regulations as set forth in sections 25-251 through 25-265.21 of the Code of DeKalb County, as Revised 1988, or if it consists of changes mandated in order to comply with any order or directive of the state EPD, and/or the federal EPA and if the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County.

Section 3. The parties agree to cooperate fully to reach an agreement for the provision of water and wastewater services by the County to the residents of the City within the municipal boundaries of the City, pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20 *et seq.* for the purpose of amending the current Service Delivery Strategy Agreement between DeKalb County

and all municipalities within its jurisdiction to include the City and the water and wastewater services agreement or such other agreement as may be deemed appropriate and necessary. All efforts will be made to reach an agreement as soon as practical and without undue delay, understanding that the need for such an agreement is critical to both parties and for the proper function of intergovernmental relations between the County and the City.

Section 4. The term of this Agreement is for one year, commencing December 17, 2012 at 0000 hours and concluding at 2400 hours on December 17, 2013. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding calendar year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. The City and the County may not terminate this Agreement prior to December 17, 2014, unless the parties reach an agreement for the provision of water and wastewater services by the County to the residents of the City pursuant to the Service Delivery Strategy Act, O.C.G.A. § 36-70-20 *et seq.* If such an agreement is reached, then this Agreement automatically terminates. The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

Section 4a. On December 17, 2014 at 2400 hours, the parties agree that the County's obligation pursuant to O.C.G.A. § 36-31-8 and Section 6.03 of H.B. 636 to provide the government functions and services described in this Agreement shall terminate as contemplated by O.C.G.A. § 36-31-8 and Section 6.03 of H.B. 636. Beginning December 18, 2014 at 0000 hours, the County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty-three (33) days after the date of the written notice from the County to cure any cause for termination. Beginning December 18, 2014 at 0000 hours, the City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of termination. The County shall have thirty-three (33) days after the date of the written notice from the City to cure the stated cause for termination.

Section 5. Certain County watershed management personnel assigned to enforce county ordinances and issue citations shall take an oath administered by an official authorized by the City to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1, prior to undertaking services pursuant to this Agreement to enforce the ordinances referenced in section 2 of this Agreement within the City. Watershed Management employees shall be and hereby are vested with the additional power to enforce the ordinances referenced in section 2 of this Agreement, to make arrests or issue citations incident to the enforcement of such ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce such ordinances in the City is made for the sole and limited purpose of giving official and lawful status to the performance of services provided by Watershed Management personnel within the City. Watershed Management employees shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate officers for their appearance in the Municipal Court pursuant to state law. The City further agrees to

provide, at its own expense, citation books containing the printed Municipal Court information to the county employees working within the City.

Section 6. The County routinely performs unplanned, emergency repairs to the water and sewer system. Upon completion of such repairs located beneath a paved road or right-of-way within the City's boundaries, the County shall backfill the excavation to subgrade per County standards, shall place and secure a steel plate over the backfilled excavation, and the Director of the Department of Watershed Management or his/her designee shall notify the City Manager or his/her designee of the location of the emergency repair.

Section 7. The City shall restore the road or right-of-way to City standards, using the same competitive, publicly bid, and unit price contract that it utilizes for other City roadway repairs. Upon completion of the pavement restoration, the City shall transport the County's steel plate to a designated City location and notify the County. The County will periodically retrieve the steel plates from the designated City location.

Section 8. The City shall bill the County for the cost of pavement restoration on a monthly basis, and the County shall pay the City within 30 days of approval of each request for payment, which shall not be unreasonably or unnecessarily delayed. The City agrees that its request for payment for any road repair work pursuant to this Agreement will never exceed the amount paid by the City for its other similar road repair work not subject to reimbursement by the County. This cost of payment for restoration shall also include the City's expense in correcting any improper backfill performed by the County after any particular excavation.

Section 9. All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
Manual Maloof Building
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
404-371-4751 (facsimile)

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

If to the City: City Manager
City of Brookhaven
200 Ashford Center North

Suite 150
Atlanta, GA 30338

With a copy to: City Attorney
 City of Brookhaven
 200 Ashford Center North
 Suite 150
 Atlanta, GA 30338

Section 10. This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and official action of the County governing authority.

Section 11. Neither party shall assign any of the obligations or benefits of this Agreement.

Section 12. The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or County. All parties must sign any amendments to the Agreement.

Section 13. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 14. This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

Section 15. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability,

losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

Section 16. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

Section 17. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

Section 18. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

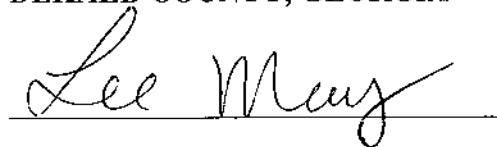
IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This _____ day of _____, 2013.

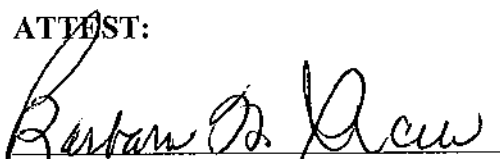
DEKALB COUNTY, GEORGIA



LEE MAY

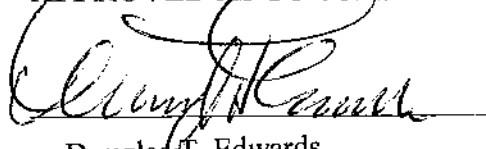
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:




BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:




Douglas T. Edwards
Interim Director, Public Works

APPROVED AS TO FORM:




VIVIANE H. ERNSTES
Chief Asst. County Attorney

CITY OF BROOKHAVEN, GEORGIA

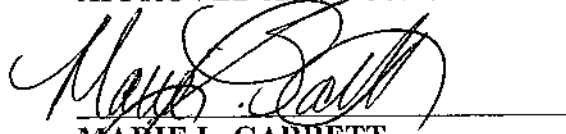


(SEAL)
J. MAX DAVIS
Mayor




SUSAN D. HIOTT, MMC
Municipal Clerk

APPROVED AS TO SUBSTANCE:



MARIE L. GARRETT
Interim City Manager

APPROVED AS TO FORM:



WILLIAM F. RILEY, JR.
City Attorney

B

March 13, 2013

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF BROOKHAVEN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia and the City of Brookhaven, Georgia.

WHEREAS, DeKalb County, Georgia ("County") is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Brookhaven ("City") is a municipality created by the 2012 Georgia General Assembly pursuant to House Bill 636 (hereinafter referred to as "HB 636"); and

WHEREAS, the Georgia Solid Waste Management Act ("SWMA") at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan ("SWMP") that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place that is effective through 2014; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the geographic area that now comprises the City has been and continues to be a part of the County's SWMP; and

WHEREAS, the City desires to continue to be a part of the County's SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid Waste Management Services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

**ARTICLE 2
DEFINITIONS**

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Commercial Establishment** means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 **Commercial Refuse** means waste material from industrial processes manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.5 **Rubbish** means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 **Solid Waste** means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. Residences shall be provided twice weekly curbside garbage collection, including backdoor service for medically eligible residents. Residences shall be allowed unlimited volume of garbage collection. Commercial Establishments shall be provided collection services one to six times per week, to be determined by the Commercial Establishments. Commercial Establishments shall also be provided mixed paper commercial recycling services one to five times weekly, to be determined by the Commercial Establishments. As a service to the public, the County shall collect mixed paper recycling from drop off sites at various County libraries and fire stations. Special Services the County shall provide include: once a week yard waste pick-up and appliance pick up; once a week residential subscription recycling service (over 22,000 subscribers since county-wide program started in August 2005); mixed paper and co-mingled (plastics, glass, aluminum and metal containers) recycling in County office buildings and facilities; fee based special and bulky material collection and dead animal collection; scheduled mowing and maintenance of County owned properties, major roads and right of way (ROW) maintenance; and road litter and illegal dumping abatement programs.

ARTICLE 3 TERM OF AGREEMENT

The term of the Agreement is for a minimum of one year, commencing January 1, 2013 at 0000 hours through 2400 hours on December 31, 2013. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residents and Commercial Establishments in the unincorporated area of the County. Currently, residential property owners shall be billed annually as a separate line item on their County tax bill. Commercial Establishments shall be billed monthly. The County agrees that residential property owners and Commercial Establishments shall be charged fees at the same rate for similar services, and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

ARTICLE 5 PUBLIC WORKS DIRECTOR

The County Public Works Director will direct and manage the Solid Waste Management Services the County provides under this Agreement.

ARTICLE 6 SERVICES

The Solid Waste Management Services the County will provide City during the term of this Agreement shall be identical to the services provided in unincorporated areas of County, unless changed pursuant to the provisions of Article 4 of this Agreement. The City is interested in pursuing additional recycling options for its residents and businesses and the County is willing to discuss and evaluate such options with the City during 2013. The City Manager and the County Public Works Director agree to confer in person to mutually evaluate the cost and benefit of additional recycling options.

ARTICLE 7 EQUIPMENT

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

ARTICLE 8 AUTHORITY TO ENFORCE THE COUNTY'S APPLICABLE COLLECTION AND DISPOSAL CODE

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County's Public Works Director shall be responsible for enforcing the County's collection and disposal code and related provisions. The County Public Works personnel assigned to the City, shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.

8.2 Every County Public Works personnel assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 County Public Works personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City

ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County Public Works Department personnel shall enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County Public Works Department personnel for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 On or before January 1, 2013, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment "A", the Code of DeKalb County, Georgia, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69, attached hereto and incorporated by reference, (hereinafter referred to as the County's solid waste management ordinances). If the City does not enact solid waste management ordinances at least as stringent as the County's solid waste management ordinances prior to March 1, 2013, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager. If the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County;

ARTICLE 9 EMPLOYMENT STATUS

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 10
RECORDKEEPING AND REPORTING**

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 11
CITY – COUNTY RELATIONS**

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

**ARTICLE 12
TRANSITION**

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

**ARTICLE 13
TERMINATION AND REMEDIES**

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 14
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:	Executive Assistant Clark Harrison Center 330 West Ponce de Leon Avenue, 6 th Floor Decatur, Georgia 30030 404-371-4751 (facsimile)
-------------------	--

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3024 (facsimile)

If to the City: City Manager
City of Brookhaven
200 Ashford Center North
Suite 150
Atlanta, GA 30338
_____ (facsimile)

With a copy to: City Attorney
City of Brookhaven
200 Ashford Center North
Suite 150
Atlanta, GA 30338
_____ (facsimile)

ARTICLE 15 EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Dekalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20
COUNTERPARTS**

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

March 13, 2013

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This ____ day of _____, 2013.

DEKALB COUNTY, GEORGIA

Lee May

LEE MAY

Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

Barbara H. Sanders

BARBARA H. SANDERS, CCC

Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

Zachary Williams

ZACHARY WILLIAMS

Chief Operating Officer

APPROVED AS TO FORM:

Viviane H. Ernstes

VIVIANE H. ERNSTES

Chief Asst. County Attorney



CITY OF BROOKHAVEN, GEORGIA

(SEAL)

J. MAX DAVIS

Mayor

SUSAN D. HIOTT, MMC

Municipal Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

MARIE L. GARRETT

City Manager

WILLIAM F. RILEY, JR.

City Attorney

John Heath

DEKALB COUNTY
Sewer Service Agreement

THIS AGREEMENT, entered into between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as the "City" and DeKalb County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

W I T N E S S E T H

WHEREAS, the City owns, operates, supervises and manages a system of sewerage lines and water pollution control plants commonly designated as the "Metropolitan Sewer System": and

WHEREAS, it is the intent and purpose of the City and the County, and of this agreement that the City and County shall contribute financially to the operation, supervision, management, maintenance, repair, replacement and expansion of said Metropolitan Sewer System; and

WHEREAS, the City will construct improvements to the R.M. Clayton Plant (a part of the Metropolitan Sewer System) hereinafter referred to as the Clayton Plant for the joint use of several entities of which the County is one and in accordance with plans and specifications to be prepared by Wiedeman and Singleton, Engineers as approved by the City, copy of which shall be filed with the County for review; and

WHEREAS, the City will finance the said construction and the County will reimburse the City for the benefit to be conferred on the County; and

WHEREAS, said benefit to be conferred on the County will be determined by the amount of the capacity of the Clayton Plant expressed in millions of gallons of sewage flow per day (M.G.D.) reserved herein for the use of the County; and

WHEREAS, due to the extended period of construction and the impossibility of accurately establishing final costs at the time of the execution of this contract, it is necessary for the parties to make payments based on financing needs until final construction costs can be established; and

WHEREAS, the capital improvements to the Metropolitan Sewer System will be for the mutual benefit of those whom it serves and it is equitable that each pay its fair share of the costs of the further development and operation of said system, based upon its use of the same, and to that end the County has agreed to make the payments hereinafter provided for; and

WHEREAS, the County may in the future require capacity in the Clayton Plant in excess of that reserved herein; and

NOW, THEREFORE, in consideration of the mutual agreements set forth hereinafter and for other good and valuable consideration, the parties do agree as follows:

1. Definitions

The following terms as used herein shall have the following meanings:

Metropolitan Sewer System:

The Metropolitan Sewer System, as the term is used in this agreement, is the system of sewers and associated treatment facilities described in Annex (E) attached hereto and made a part hereof by reference. Said Annex (E) may be amended from time to time by the parties hereto as additions or modifications to the said system are constructed under the provisions of Paragraph 12 of this agreement or as deletions are made by agreement of the parties.

City:

All land enclosed within the boundaries of the City of Atlanta as now or hereafter established by law, or any other political subdivision to which the properties and powers of the City of Atlanta may be transferred in the future.

County:

All land enclosed within the boundaries of DeKalb County as now or hereafter established by law or any other political subdivision to which

the properties and powers of DeKalb County may be transferred in the future except that part of DeKalb County which also may at that time be within the boundaries of the City.'

Borrowings:

Those evidences of debt issued by the City in order to finance in whole or in part the construction of facilities contemplated by this agreement.

Director of Public Works:

The Director of the Public Works of the City or whoever shall in the future perform those functions relative to this agreement which are now performed by said Director of Public Works.

capital improvements:

Those additions, replacements or improvements to the Metropolitan Sewer System which under generally accepted accounting principles or practices are considered capital in nature.

Atlanta Region Metropolitan Planning Commission:

That organization authorized by the General Assembly of Georgia (1960 Georgia Laws page 3102) and established for the purpose of providing comprehensive planning and planning assistance to the several governments designated as members of which the parties hereto are included.

2. City's Responsibility to Finance and Construct:

The City agrees to assume the responsibility for the financing and construction of capital improvements to the Clayton Plant as provided for in Annex (A), attached hereto and made a part hereof, by reference, and other capital improvements to the Metropolitan Sewer System (except sewers used solely by the County) contemplated by this agreement.

3. County's Responsibility to make Capital Payments:

The County agrees to pay to the City in equal monthly payments over a period of 30 years an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreement. For presently planned capital improvements to the Clayton Plant, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). The County agrees to pay to the City in equal monthly payments over a period of 20 years or over the then remaining term of this agreement, whichever is shorter, for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payment by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid.

4. Responsibility of Parties for Maintenance,
Repair and Replacement:

The City agrees to assume the responsibility for the operation, supervision, management, maintenance, repair, replacement and expansion of all portions of the Metropolitan Sewer System except those portions which serve only the County, and those portions which serve only the County and others which the County allows to connect to said system under the provisions of Paragraph 6 hereof. The County shall have the responsibility for the maintenance, repair and replacement of such lines.

The net operating costs as defined in Annex (B) related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the City, shall be allocated between the parties served thereby on the basis of beneficial use as determined by the sewage flow carried by any particular line or facility.

The costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which are the responsibility of the County shall be borne by the County. Similarly, the costs related to the operation, supervision, management, maintenance, repair, replacement and expansion of those portions of the Metropolitan Sewer System which carry no sewage generated by the County shall be borne by the City.

5. Other Rights and Responsibilities of the County:

A. The County agrees as follows:

1. To assume responsibility, at its expense, for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of all sewers used solely by the County.
2. To provide, at its expense, only those metering facilities required by Annex (B), attached hereto and made a part hereof by reference.
3. To assume the responsibility for the establishment, construction, operation, supervision, management, maintenance, repair, replacement and expansion of sewers serving Gwinnett County which the County permits to be connected to sewers using the facilities of the Metropolitan Sewer System under this agreement.

B. The County shall have the right to make or to permit connections to said Metropolitan Sewer System, subject to the provisions of this agreement. However, in no event shall the aggregate maximum flow contribution from all such connections exceed two and six tenths (2.6) million gallons per day of sewage discharging into the Intramural Creek Water Pollution Control Plant and twenty thousand (20,000) gallons per day of sewage discharging into the South River Water Pollution Control Plant. The aggregate maximum flow contribution from all such connections to the Clayton Plant shall be established as provided in this agreement.

6. County's Right to Make Charges for Sewer Connections:

The County shall have the right to make such charges for connections it makes or permits to be made to the Metropolitan Sewer System under the provisions in Paragraph 5 above and shall retain for its own use all sums so derived. This right shall include the right to deal with municipalities of the County and Gwinnett County under such terms as may be agreed upon between the County and such municipalities for participation in the use of the Metropolitan Sewer System.

7. Standards of Acceptability:

The County's right to make or permit sewer connections to the Metropolitan Sewer System within the limits set forth herein shall be conditioned upon compliance with the Standards of Acceptability as set forth in Annex (C) attached hereto and made a part hereof by reference, and the amendments thereto made by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

8. Regulations for Sewer Construction:

All sewers which may be laid in the future and which will connect to the Metropolitan Sewer System will be laid in accordance with the design criteria set forth in ARTICLE IV - A through F of Rules and Regulations of the Department of Public Works, Water Pollution Control Division of the City as set forth

in Annex (D) attached hereto and made a part hereof by reference, as amended by the City from time to time hereafter. Said amendments shall not be discriminatory and the County shall be notified before enactment.

9. City to Furnish Assistance:

The City agrees to furnish the County the use of its maps, general plans and specifications and such engineering assistance as may be mutually agreed upon by the City and County.

10. County Prohibited from Taxing City Residents:

The County agrees that all funds used by the County for the payment of participating costs of capital improvements, operation, supervision, management, maintenance, repair, replacement and expansion of the Metropolitan Sewer System incurred pursuant to this agreement shall be derived from sources other than taxes levied on objects of taxation located within the City.

11. County's Rights Conditioned on their Performance:

The right of the County to the continued use of the Metropolitan Sewer System facilities is conditioned upon the performance by the County of all its obligations under this agreement.

12. Future Capital Improvements:

The parties agree that additional capital improvements to the Metropolitan Sewer System (other than the capital improvements to the Clayton Plant presently contemplated to be made under this agreement) shall be made from time to time upon a

determination by the Director of Public Works of the City that excessive flows or loads are impairing the efficient operation of the Metropolitan Sewer System or that improved processes are available and that the addition of said processes available are necessary or desirable to the efficient operation of the system, or such improvements become necessary to comply with increased requirements imposed by agencies of the State of Georgia or by agencies of the Federal Government. In any such event, the parties herein agree to share the cost of such capital improvements as follows:

1. In the case of modifications or additions to Water Pollution Control Plants, the average projected daily sewage flow to the individual facility, for a period of the next 20 years, shall be the basis for cost distribution.
2. In the case of modifications or additions of pumping stations, chlorine stations and other similar appurtenances, the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 10 years, shall be the basis for cost distribution.
3. In the case of modifications or additions to sewers or elements of the sewer system not previously specifically provided for,

the average projected resident population served by the individual facility, or the average projected daily sewage flow to the individual facility, for a period of the next 25 years, shall be the basis for cost distribution.

Population or average daily sewage flow projections required for such determinations shall be those provided by the Atlanta Region Metropolitan Planning Commission or other mutually acceptable agency and such projection shall be binding upon each party. In so far as possible average daily sewage flow projections shall be based on data recorded by the meters installed to measure sewage flows. The choice between population projections or average daily sewage flow projections shall rest with the County.

13. Severability:

It is understood and agreed by and between the County and the City that if any condition or provision contained in this contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained; provided, however, that the invalidity of any such condition or provision does not materially prejudice either the City or the County in its respective rights and obligations contained in the remaining valid conditions or provisions of this agreement.

14. Waiver:

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

15. Term of Agreement:


This agreement shall be in effect on the date of execution as shown below and shall continue in effect for fifty (50) years.

16. Number of Copies Executed:

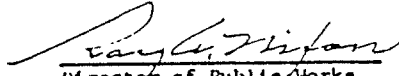
It is agreed between the City and the County that the contract shall be executed in an original and three (3) copies, any one of which may be used for any purpose for which the original may be used.

IN WITNESS WHEREOF, the duly authorized officials of the City of Atlanta and the County of DeKalb have respectively caused the name of the City of Atlanta and the name of the County of DeKalb and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 7/16/68 day of _____, 1968.

CITY OF ATLANTA

 (Seal)
Mayor


APPROVED:


Director of Public Works
City of Atlanta

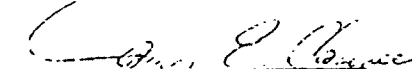
APPROVED AS TO FORM:


Associate City Attorney

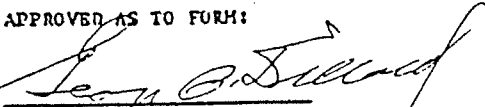
DEKALB COUNTY

 (Seal)
Board of Commissioners
of Roads & Revenue

ATTEST: —


Clerk, Board of Commissioners
of Roads & Revenue

APPROVED AS TO FORM:


County Attorney

CAPITAL IMPROVEMENTS
R.H. CLAYTON WATER POLLUTION CONTROL PLANT

ANNEX (A)

to the Metropolitan Sewer Agreement between the
City of Atlanta and DeKalb County dated 7/16, 1968.

1. City's Obligation to Finance and Construct:

The City agrees to finance and construct
such capital improvements to the R.H. Clayton
Water Pollution Control Plant, hereinafter
referred to as "the Clayton Plant," as
shall be necessary to provide primary and
secondary sewage treatment to 120 million
gallons of sewage per day, hereinafter
referred to as M.G.D., according to the
plans and specifications to be prepared
by Wiedeman and Singleton, Engineers and
approved by the City, a copy of which shall
be filed with the County for review. The
planning and designing of said system shall
be the responsibility of Wiedeman and
Singleton, Engineers.

2. County's Right to Use:

The County shall have the right to use
25 M.G.D. (20.8%) of the M.G.D. capacity
of the Clayton Plant.

3. County's Obligation to Pay:

In consideration of the County's right to
use the Clayton Plant as specified in
Paragraph 2. above, the County agrees
to pay to the City a sum equal to 20.8 %
of the costs of each borrowing to finance

RMC

14

construction of the Clayton Plant as hereinafter defined plus .33 of the sum so determined; such .33 represents a contribution for costs incurred by the City for now existing facilities located in the Clayton Drainage Basin which will become a part of the new facility. By paying said .33, the County shall not ever again be required by the City to make any contribution for now existing facilities located in the Clayton Drainage Basin. Said facilities include the existing Clayton Plant, the site on which it is located and all trunk sewers located in the Clayton Drainage Basin only.

In determining the "costs of borrowing" there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received.

For the purpose of this contract, construction of the Clayton Plant and related facilities, shall include, without limitation, the purchase price of any lands for the expanded facility, easements, rights-of-way, and expenses incident to the acquisition thereof.

construction of access roads on the Clayton Plant property, the installation of drainage facilities, grading, filling and turbing, construction of digestors, clarifiers, aeration and final settling tanks, chlorine contact chamber, tunnels, dikes, construction and equipping of buildings and the usual and convenient facilities incident thereto, so as to acquire an adequate, modern and efficient Water Pollution Control Plant, and in addition shall include:

- a. The cost of indemnity and fidelity bonds either to secure deposits in the appropriate funds or to insure the faithful completion of any construction contract.
- b. Any taxes or any charges lawfully levied or assessed against the undertaking.
- c. Fees and expenses of engineers for engineering studies, surveys and estimates, the preparation of plans and the supervision of construction.
- d. Payments made for labor, contractors, builders and materialmen in connection with the construction and payment for machinery and equipment and for restoration of property damaged or destroyed in connection with such construction, and the repayment of any loans or advances made to or on behalf of the City, to accomplish any of the foregoing.

- e. Legal expenses and fees, costs of audits and of preparing, issuing and marketing the bonds.
- f. All interest or discount incurred in connection with any borrowing (after proper allocation of any premiums received) and any other items of expense which are incident to the undertaking.

4. County to Make Equal Payments:

The County agrees to repay its portion of each borrowing as determined pursuant to the provisions of Paragraph 3 above in 360 equal monthly payments commencing on the first day of the month following the incurring of the indebtedness.

After Wiedeman and Singleton, Engineers, shall have furnished the City with a certificate stating that construction of the Clayton Plant has been completed and the City has determined by an audit prepared by an independent Certified Public Accountant the total construction costs of the Clayton Plant an adjusting payment, if needed, shall be made so that the actual amount paid by the County shall be in accordance with the provisions of Paragraph 3 above.

5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available and the County agrees to increase its capacity in increments of not less than 5 M.G.D. at any one time and agrees to pay for said increase as provided for hereinafter.

6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, and provided no basic change has occurred at that time in the capacity or nature of the Clayton Plant, the payments due by the County shall be recalculated as though such increased capacity had originally been established under Paragraph 2 at the commencement of this agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7. Excessive Use Payments:

In the event the City determines that no additional capacity can be allocated to the County, the County shall pay to the City for the County's excess of flow to the Clayton Plant \$1,250 per M.G.D. per month for each month the County exceeds its authorized allocated capacity. Said excess shall be determined by subtracting the allocated capacity from an average of the flows of sewage for the current month and the two immediately preceding months. As a condition precedent to this temporary extension of capacity to the County, the County must be making a bonafide effort to comply with Paragraph 8 herein.

8. County to Construct Own Relief Facilities:

In the event the City determines that future connections in the County will generate a sewage flow in excess of the capacity of the Clayton Plant reserved to the County herein or create other conditions that will endanger or impair the efficient operation of the Clayton Plant, the County agrees to immediately begin and pursue diligently a construction program to eliminate any such condition or to divert such excess flow from the Clayton Plant to another sewage treatment facility capable of properly handling the same.

ALLOCATION OF OPERATING COSTS

ANNEX (B)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/16, 1968. This Annex will establish and provide the basis of operation, supervision, management, maintenance, repair and replacement cost determination and billing therefor, of the Metropolitan Sewer System.

1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "net operating costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total cost of all operation, supervision, management, maintenance, repair and replacement expenses less all earnings from the sale of by-products, except as provided hereinafter in Paragraph 6. The portion of the net operating cost paid by the County shall be based on the ratio the County's flows bear to the total flows tributary to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same.

2. Metering Stations:

It is agreed that the County will from time to time, at its expense, acquire, install and construct metering facilities of a type, quality and at locations approved by the Director of Public Works of the City and acquired by the County at its expense, for the purpose of providing dependable recorded measurements of flows of sewage discharging from the County into the Metropolitan Sewer System. Said facilities shall be

operated, supervised, aged maintained, repaired and replaced by the City as a cost to the Metropolitan Sewer System. Until said metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 herein, the County's share of net operating costs shall be based upon the ratio that the resident population within the County served by the Metropolitan Sewer System bears to the resident population within the City served by the Metropolitan Sewer System; said resident population served shall be determined by the Atlanta Region Metropolitan Planning Commission.

3. Initial Year of Metering:

During the first full year of operation of the metering facilities herein referred to, monthly statements shall be rendered one month after measurement periods (i.e., cost allocation for February made on the basis of January flow ratios at facility concerned). Costs of major item purchases which exceed \$1,000 during the initial year of metering will be allocated between the parties on the basis of three-month average daily flows; thereafter, they shall be allocated on the monthly average daily flow basis. The County shall be notified when the purchase of major items are contemplated.

4. Failure of Meters:

In the event of a meter failure which prevents the development of continuous flow data for any month for billing purposes, that month will be billed on the basis of the average of the three preceding monthly flows.

5. 1963 Distribution of Operating Costs:

It is agreed that the County during the calendar year 1960 shall pay to the City as above described the sum of \$142,500 as provided in an agreement between the parties dated April 13, 1964.

STANDARDS OF ACCEPTABILITY
FOR SEWAGE DISCHARGED INTO THE
METROPOLITAN SEWER SYSTEM

ANNEX (C)

to the Metropolitan Sewer Agreement between the City of
Atlanta and DeKalb County dated 7/16, 1968.

1. Definitions:

Unless the context specifically indicates otherwise,
the meaning of terms used in these regulations shall
be as follows:

"Sewage Works" shall mean all facilities for collecting,
pumping, treating, and disposing of sewage.

"Chief of Construction" shall mean the Director
of Public Works of the City of Atlanta or his duly
authorized deputy, agent, or representative.

"Sewage" shall mean a combination of the water-
carried wastes from residences, business buildings,
institutions, and industrial establishments, together
with such ground, surface, and storm waters as may
be present but unintentionally admitted.

"Sewer" shall mean a pipe or conduit for carrying
sewage.

"Public Sewer" shall mean a sewer in which all
owners of abutting properties have equal rights,
and is controlled by public authority.

"Combined Sewer" shall mean a sewer receiving
both surface runoff and sewage.

"Sanitary Sewer" shall mean a sewer which carries
sewage and to which storm, surface, and ground waters
are excluded.

"Storm Sewer" or "Storm Drain" shall mean a sewer
which carries storm and surface waters and drainage,
but excludes sewage and polluted industrial wastes.

"Water Pollution Control Plant" shall mean any arrangement of devices and structures used for treating sewage.

"Industrial Wastes" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

"B. O. D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in parts per million by weight.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids; and which are removable by laboratory filtering.

"Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

"Person" shall mean any individual, firm, company, association, society, corporation, or group.

"Shall" is mandatory; "May" is permissive.

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

"Constituents" shall mean the combination of particles or conditions which exist in the Industrial Wastes.

"Flammable" shall be defined by existing fire regulations.

2. Use of Public Sewers

A. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer.

1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.
2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease, or any water or wastes containing oils, greases, or other substance that will solidify or become viscous at temperatures between 32 degrees to 150 degrees Fahrenheit.
3. Any gasoline, benzene, naptha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid, or gas.
4. Any water or wastes that contain more than ten (10) parts per million by weight of the following gases: hydrogen sulphide, sulphur dioxide, or nitrous oxide.
5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood paunch manure, hair and fleshings, entrails, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste bulk solids, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works.

6. Any waters or wastes having a pH lower than 5.5 or higher than 9.5 at any time, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
7. Any waters or wastes containing toxic or poisonous substance in concentrations such as to constitute a hazard to humans or animals or to interfere with any sewage treatment process, or create any hazard in the receiving waters of the sewage treatment plant.

The limits fixed herein may be used as a guide in design and plant control, but may be altered by the Director of Public Works in the event of a cumulative overload on a particular drainage basin or sewage treatment plant.

Fixed Upper Limits for Constituents (Parts per Million by weight)

1. Cadmium	5.0
2. Chromium	3.0
3. Copper	3.0
4. Cyanide	0.0
5. Nickel	0.1
6. Silver	5.0
7. Tin	5.0
8. Zinc	3.0
9. Phenol	0.5

8. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the sewage treatment plant.
 9. Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.
 10. Any waters containing quantities of radium, naturally occurring, or artificially produced radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.
 11. Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids or composition that may create obstruction to the flow in sewers, or other interference with the proper operation and treated effluent of the sewage works.
- B. The admission into the public sewers of any waters or wastes having a five-day Biochemical Oxygen Demand in excess of 500 parts per million by weight on a 24-hour composite basis, or for any sample period having a five-day BOD in excess of 5 times the average

influent value for the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works the owner shall provide and operate at his own expense, such pretreatment as may be required to reduce the Biochemical Oxygen Demand to meet the above requirements.

C. The admission into the public sewers of any waters or wastes having a suspended solids content in excess of 500 parts per million by weight on a 24-hour composite basis or having a suspended solids content for any sample period greater than 5 times the average influent value recorded at the affected sewage treatment plant during the previous calendar year, will be subject to review by the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment may be required as in B above.

D. The admission into the public sewers of any waters or wastes in volumes, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be affected to the detriment of the city; shall be subject to review and approval of the Director of Public Works. Where necessary in the opinion of the Director of Public Works, pretreatment or equalizing units may be required to bring constituents or volume of flow within the limits previously prescribed or to an otherwise acceptable level, and to hold or equalize flows such that no peak flow conditions may hamper operation of any unit of

the sewer system. Said equalization or holding unit shall have a capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

E. Where preliminary treatment facilities are provided for any waters or waste, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

F. When required by the Director of Public Works, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole on the building sewer on his property to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Director of Public Works. The manhole shall be installed by the owner at his own expense, and shall be maintained by him so as to be safe and accessible at all times. The manhole must be located on the industrial waste service connection with all sanitary wastes excluded.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Annex shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined at the control manhole provided for in this Annex, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream

manhole in the public sewer to the point at which the building sewer is connected.

H. Any approval by the Director of Public Works of a type, kind or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish an intended purpose. Nor shall any fixed or verbal agreement as to limits of constituents or volumes of waters or wastes be considered as final approval for continuing operation. These limits will be subject to constant study and change as considered necessary to serve their intended purpose.

I. In the event of an accidental spill or unavoidable loss to the drains of any deleterious material, the industry concerned shall promptly notify the Water Pollution Control Plant serving that area, of the nature of the spill, the quantity and time of occurrence.

J. No statement contained in these rules and regulations shall be construed as preventing any special agreement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor by the industrial concern.

K. No storm water, yard drains, roof drains or street catch-basins shall be emptied by the County into the Metropolitan Sewer System, and no waste from any industrial or commercial plant may be discharged by either party into any sewer unless said waste shall first have been treated as prescribed herein.

3. Overloading, Endangering or Impairing Efficient Operations:

It is understood that whenever any industrial or commercial plant is permitted by the County, under this agreement, to discharge waste into any sanitary sewer, the County will enforce the Standards of Acceptability set forth herein. It is further agreed that no provision of this agreement or any other previous agreement shall be construed in such a manner as to allow the County, either for itself or for the use and benefit of any person or entity to construct and connect with any trunk sewer or Water Pollution Control Plant of the Metropolitan Sewer System, any sewer or sewers which in the sole determination of the Director of Public Works of the City or his successor in office, will overload, endanger or impair the efficient operation of the trunk sewers or any of the Water Pollution Control Plants of the Metropolitan Sewer System.

SANITARY SEWERS DESIGN CRITERIA

ANNEX (D)

to the Metropolitan Sewer Agreement between the City of Atlanta and DeKalb County dated 7/16, 1968.

ARTICLE IV. SANITARY SEWERS DESIGN CRITERIA:

A. Introduction: The requirements herein have been prepared with an attempt to give full consideration to general conditions in Atlanta. The requirements have the support of a considerable volume of experience, observations, and case histories. They are established, however, not with the intent or rigid application in all details, but rather to set forth the considered view of City government and represent the criteria upon which approval of designs will be considered and given. Any design that includes materials other than those recommended, grades less than the listed minimum, and like variances from accepted practice must be supported by appropriate engineering study.

B. Sewage Treatment: All new sewer installations and extensions to existing systems shall require provisions for approved sewage treatment before approval can be given. Extensions to the Atlanta Sewer System satisfy this requirement. Other provisions for treatment must be indicated.

C. Design Period: In general, sewer systems should be designed for the estimated future tributary population up to fifty years hence, except in considering parts of the system that can be increased in capacity quite readily when the need arises. Special consideration should be given to the anticipated ultimate development of institutions.

D. General: Materials should be selected to give the best service under the conditions of the design. The material selected should be adapted to local conditions, special consideration being given to the character of industrial wastes, possibilities of septicity, exceptionally heavy loads, abrasion, the necessity of reducing the number of joints, soft foundations and similar problems. Materials are limited to use of those types provided for in attached "Sewer Specifications for Work by Private Contractors and Developers."

E. Location: It is generally expected that sewers shall be located so as to be remote from public water supply wells, other water supply sources and structures.

1. Water pipe and sanitary sewer lines will not be laid in the same trench.

A lateral separation of at least 10 feet, and in case of crossings, a vertical separation of not less than 18 inches should be maintained. In the event this is impossible, special provisions should be made.

F. Interconnections: No permanent physical connection between a public or private potable water supply system and a sewer, sewage treatment plant or appurtenances thereto which might conceivably permit the passage of any sewage or polluted water into the potable water supply will be permitted.

G. Separate Plan: In general, it is the policy of the City of Atlanta to approve plans for new sewer systems and extensions only when designed upon the separate plan. The plans should be designed for a separate sanitary sewerage system in which rain water from roofs, streets, and ground or surface water from other sources are excluded.

H. Miscellaneous Wastes: (Refer to "Standards of Acceptability of Industrial or Trade Wastes for Admission into Sewers of the City of Atlanta, Georgia," January, 1964, Code Section 51.21).

I. Sanitary Sewer Sizes, Slopes, Depths, and Velocity of Flow:

1. Size: The minimum allowable size for any sanitary sewer governed by these regulations other than house sewer connections shall be eight inches in diameter.
2. Slopes: All sewers should be designed and constructed with hydraulic slopes sufficient to give mean velocities, when flowing full or half full, of not less than 2.5 feet per second, based on Kutter's or Manning's Formula. Sewer velocities should be determined using a value of "n" of 0.013 but for sewers of cast iron an $n=0.010$ is allowed, and an $n=0.21$ when designing corrugated metal pipe under special authorization.
3. Increasing Size: At manholes where the sewer is increased in size or at points where a smaller sewer connects into a larger sewer, the invert of the larger sewer should be at such lower elevation to maintain the same energy gradient. To approximate this, it is required that the 0.8 depth point of both sewers be placed at the same elevation.

greater than 400 feet for sewers of 15 inches diameter or less, and 500 feet for sewers 18 inches to 30 inches. Greater spacing may be permitted in larger sewers and those carrying treated effluents with approval of the Engineer.

2. Drop Manholes: Inside drop manholes are permitted for drops of up to 15' for 8" through 12" diameter pipe where special filleted inverts with reinforced concrete bottom are provided. (See applicable Standard Sec.).

Standard Manhole Sections will be used in cases where the elevation difference between the manhole invert and the incoming sewer invert is less than 36 inches, the invert will be filleted to create a channel which will prevent solids depositing in the manhole.

3. Manhole Diameter: (See applicable Standard Section)
4. Materials and Watertightness: Manholes will be constructed of hard burned brick and will be waterproofed on the exterior with plaster coatings, supplemented by a bituminous coating where ground water conditions are unfavorable. Special manhole covers are required to prevent flooding, when ordered by the Engineer. Manholes will have cast iron rings and covers of standard design. Cast iron or aluminum steps are required.

5. Flow Channel: The manhole floor shall have a flow channel made to conform in shape and carrying capacity to that of the sewers, as indicated on the applicable standard section.

6. Manhole Top Elevation: Top elevation will conform to street grade and slope. Developer is responsible for any final adjustment.

L. Inverted Siphons:

1. Inverted siphons will have at least two barrels with minimum pipe size of 6 inches. Necessary flushing and maintenance appurtenances will be provided. The manholes will have adequate clearances for rodding and the inlet and outlet details must be arranged so that normal flow is diverted to one barrel and so that either barrel may be taken out of service for cleaning. In general, sufficient head should be provided and pipe sizes selected to secure velocities of at least 3.0 feet per second at average flows. Siphons will be avoided in all but the most serious cases.

M. Force Mains:

1. Force mains are normally cast iron pipe with mechanical or other approved joints. Under certain conditions other materials such as concrete may be used. Minimum velocity in the force main will be 3.0 feet per second.

N. Sanitary Sewer Depth:

1. Sanitary sewers shall be located with a minimum of three (3) feet of cover in areas not subject to vehicular traffic and a minimum of six (6) feet cover under areas designated for vehicular traffic. Specific exceptions to this provision may be made where special material or bedding is provided.
2. Soil compaction tests as required in sewer specifications will prevail.

O. Sanitary Sewer Easements and Encroachments:

1. The location of all sanitary sewer structures will be accurately shown on plans submitted for approval. Permanent maintenance easements will be indicated such as to provide a width of five (5) feet clear distance on both sides of the nominal pipe diameter, for all sewers proposed which will become a part of the Metropolitan Sewer System and be maintained by the City of Atlanta.
2. Easements for off-site construction shall be recorded before construction commences on any project. On-site easements shall be recorded prior to approval of final plat.
3. No building will be allowed within five (5) feet of any existing or proposed sanitary sewer, unless special permission is obtained in writing prior to such construction.

P. House Connections:

1. House connections in new developments will be extended one joint (3 feet) beyond the property side of the sidewalks at a location selected to best serve each property. All house connection extensions will be properly sealed prior to burial.
2. Said house connections where provided shall be accurately located in the field by the owner's engineer who shall submit an acceptable plat as described in Article III Section D3 in two (2) copies indicating said location, along with an affidavit by the owner's engineer confirming such locations.
3. Prior to use of any house connection provided in the Atlanta Metropolitan Sewer System, all provisions of the Atlanta Plumbing Code shall be met.

METROPOLITAN SEWER SYSTEM

ANNEX (E)

to the Metropolitan Sewer Agreement between the City of Atlanta, Georgia and DeKalb County, dated 7/14, 1968.

For the purpose of this agreement the following facilities shall constitute the Metropolitan Sewer System until such time as it may be amended by the parties to the said agreement.

1.0 Intranchment Creek Watershed Area:

- 1.01 Intranchment Creek Water Pollution Control Plant. 20 M.G.D. secondary treatment plant located at 1510 Key Road, N. E. High rate trickling filter process. Originally built as 5 M.G.D. Imhoff tank and trickling filter plant in 1913 by City from 1910 Bond Funds. Modified to 14 M.G.D., separate sludge digestion by W.P.A. about 1938. Modified to 20 M.G.D. in 1962 cost participated in by City, DeKalb County and Federal Government.

Facility serves City of Atlanta, DeKalb County and City of Decatur.

1.02 Intranchment Creek Interceptor Sewer

From: Moreland Avenue

To: Water Pollution Control Plant

1.03 Welch Street Outfall

From: Welch Street

To: Intranchment Creek Trunk

1.04 Moreland Avenue Extensions Outfall

From: North line of L. L. 145 - 15th District

To: Intranchment Creek Interceptor Sewer

- 1.05 Stallings Street Outfall
From: Stallings Street, S. E.
To: Sugar Creek Trunk
- 1.06 Clifton Road Outfall
From: Clifton Road, S. E.
To: Sugar Creek Trunk
- 1.07 Kirkwood Oakhurst Outfall
From: Second Avenue at south line
L. L. 213 - 15th
To: Sugar Creek Trunk
- 1.08 East Lake Outfall
From: Arbor Avenue
To: Sugar Creek Trunk
- 1.09 Beaver Creek Trunk Sewer
From: City Limit
To: Sugar Creek Trunk
- 1.10 Fayetteville Road & Bouldercrest Outfall
From: Fayetteville Road
To: Sugar Creek Trunk
- 1.11 Sugar Creek Trunk
From: Memorial Drive
To: Intrenchment Water Pollution
Control Plant
- 2.0 Peachtree Creek Watershed Area:
- 2.01 R. M. Clayton Water Pollution Control Plant
42 M.G.D. primary treatment plant located
on the northeast corner of the intersection
of Bolton Road with Marietta Boulevard.
Existing facilities include: 4 digestors,
4 clarifiers, centrifuge, administration
building, laboratory and appurtenances.

- 2.09 Peachtree Creek Project #1
From: Near Howell Mill Road
To: Near Peachtree Creek
- 2.10 Peachtree Creek Interceptor
From: Northside Drive
To: 1480 West
- 2.11 Peachtree Creek Interceptor
From: Near Peachtree Creek Disposal Plant
To: Near Northside Drive
- 2.12 Peachtree Creek Interceptor
From: 800' East of Howell Mill Road
To: 600' West of Howell Mill Road
- 2.13 Decatur-Druid Hills Project
From: East of S.A.L. Railroad
To: Druid Hills Sanitary Trunk Near
North Decatur Road
- 2.14 North Decatur Project
From: Near North Decatur Road and
Clairmont Road
To: Peachtree Trunk
- 2.15 North Decatur Sanitary Trunk
From: Near North Decatur and Clairmont
Road
To: End of 1938 work
- 2.16 Highland Sanitary Trunk
From: Peachtree Trunk Sewer Near Piedmont
To: Lenox Road
- 2.17 Highland Trunk Relief Sewer
From: DeKalb County Line
To: Near Piedmont Road

- 2.18 Highland Trunk Sewer
From: Near Crane Road
To: North Fork of Peachtree Trunk
Sewer at Lenox Road
- 2.19 Eulalia Drive Outfall
From: Eulalia Road
To: Highland Trunk
- 2.20 Nancy Creek Project
From: Near Powers Ferry Road
To: Near Northside Drive
- 2.21 Nancy Creek Project
From: Near Powers Ferry Road
To: Near Northside Drive
- 2.22 Veterans Hospital Outfall
From: Powers Ferry Road
To: Club Drive
- 2.23 Nancy Creek Outfall
From: DeKalb County Line
To: Wieuca Road
- 2.24 Nancy Creek Relief Sewer
From: Powers Ferry Road
To: Near Northside Drive
- 2.25 Nancy Creek Outfall Sewer
From: East Beechwood Road
To: Clayton Plant
- 2.26 Nancy Creek Relief Sewer
From: East Beechwood Drive
To: Near Northside Drive
- 2.27 Jetridge Drive Outfall
From: Jetridge Drive
To: Jett Road

- 3.0 South River Watershed Area:
- 3.01 South River Water Pollution Control Plant
18 M.G.D. secondary treatment plant located
at 2640 Jonesboro Road, S. E., modified
activated sludge. Built and financed by
joint participation of Atlanta and Fulton
County in 1936, with Federal participation
under P.W.A. Subsequent modifications
were done with joint participation.
- 3.02 South River Industrial Boulevard Ejector
Station
0.50 M.G.D. pneumatic ejector station.
Discharges into the South River Water
Pollution Control Plant, located on
South River Industrial Boulevard, S.E.
Facility was built 1960 by private
development. Owned and operated by City
of Atlanta, and serves small area of
DeKalb County.
- 3.03 South River Industrial Boulevard Outfall
From: Forrest Park Road
To: Jonesboro Road Outfall
- 3.04 Jonesboro Road Outfall
From: Hutchens Road
To: Jonesboro Road at South River
- 3.05 Jonesboro Road Outfall
From: Jonesboro Road
To: Hutchens Road
- 3.06 Forrest Park Road Outfall
From: Forrest Park Road
To: Existing Jonesboro Road Outfall
- 3.07 Mountain Manor Outfall
From: Mountain Manor Subdivisions
To: Forrest Park Road

DEPARTMENT OF CLERK OF COUNCIL
CITY HALL
ATLANTA, GEORGIA

3

RESOLUTION

By City Utilities Committee

WHEREAS, the City of Atlanta and DeKalb County heretofore under the date of July 16, 1968 entered into a Metropolitan Sewer Agreement; and

WHEREAS, said agreement provides for the City of Atlanta to plan, finance, construct, operate and maintain water pollution control facilities which serve portions of DeKalb County; and

WHEREAS, the City and the County desire to amend said agreement to provide alternate methods of payment by the County for capital improvements, to establish procedures for determining the proportionate share of costs to be paid by the City and the County and to provide for compliance with State and Federal requirements;

THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute the First Amendment to Metropolitan Sewer Agreement with DeKalb County in principal conformity with the amendment attached hereto.

ADOPTED by City Council Aug. 10, 1975
APPROVED by the Mayor Aug. 20, 1975

OF COUNCIL

STATE OF GEORGIA
COUNTY OF FULTON

FIRST AMENDMENT TO
METROPOLITAN SEWER AGREEMENT
WITH
DEKALB COUNTY

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this the 20th day of January, 1977, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

W I T N E S S E T H T H A T:

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into a Metropolitan Sewer Agreement; and

WHEREAS, the Mayor and Council of the CITY OF ATLANTA, by Resolution adopted on the 18th day of August, 1975, and approved on the 20th day of August, 1975, have authorized the execution of this Amendment on behalf of the CITY OF ATLANTA.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking Paragraph 3, and by inserting in lieu thereof a new Paragraph 3, which shall read as follows:

"3. County's Responsibility to make Capital Payments:

The County agrees to pay to the City an amount sufficient to cover the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3a or Paragraph 3b hereof and to pay to the City an amount sufficient to cover the County's share of the cost of all other capital improvements in accordance with Paragraph 3a or

Paragraph 3c hereof. The County further agrees to continue payments to the City as described under Paragraph 3a for the County's share of the cost of capital improvements to the R. M. Clayton Plant described in Annex(A), Paragraph 1, until such time as the County may select the option of paying for said capital improvements in accordance with Paragraph 3b of this agreement. The County further agrees to notify the City at least 30 days prior to selection of the payment option under Paragraph 3b and to notify the City within 30 days following notification by the City of any other capital improvements to be made pursuant to this agreement, as to the method of payment to be used to pay the County's share of the cost of said improvement.

a. Equal monthly payments over a period of 30 years in an amount sufficient to retire the County's share of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A). Equal monthly payments over a period of 30 years or over the remaining term of this agreement, whichever is shorter, an amount sufficient to retire the County's share of the cost of each borrowing made by the City pursuant to this agreement for all other capital improvements made pursuant to this agreement, the total amount to be so paid by the County to be computed according to Paragraph 12 hereof. The County agrees to commence said monthly payments on the first day of the month following the incurring of each such indebtedness. In the event of default in any payments by the County, interest on said payment shall accrue from the date such payment is due at the rate of 7% per annum until paid. In determining the "cost of each borrowing", there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one-third (1 1/3) (representing the debt coverage required).

b. Lump sum payment in an amount sufficient to retire the County's share of the principal amount remaining due, at the time the County selects this payment method, of each borrowing made by the City pursuant to this agreement for capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, the total amount to be so paid by the County to be computed according to the terms of said Annex (A).

By striking Paragraph 4 of Annex (A), and by inserting in lieu thereof a new Paragraph 4 of Annex (A), which shall read as follows:

"4. Adjustment of Payments by County:

After Wiedeman and Singleton, Engineers shall have furnished the City with a certificate stating that construction of the Clayton Plant, as described in Paragraph 1 of Annex (A), has been completed, final payment of Federal or State grant monies due the City has been made, and the City has determined by an audit prepared by an independent Certified Public Accountant selected by the City the total construction costs of the Clayton Plant, an adjustment of the monthly payments to be made by the County in accordance with Paragraph 3a of this agreement or a reimbursement of a portion of the lump sum payment made in accordance with Paragraph 3b of this agreement shall be made, if needed, such that the amount paid by the County is the County's share of the total cost of said construction less any State or Federal grant monies received by the City."

5

By striking Paragraph 5 of Annex (A), and by inserting in lieu thereof a new Paragraph 5 of Annex (A), which shall read as follows:

"5. Increase in County's Capacity:

The County's percentage of capacity of the Clayton Plant established in Paragraph 2 may be increased if the City determines in its sole discretion that additional capacity is available. The County agrees to increase its capacity in increments of not less than 5 MGD at any one time and will purchase such available capacity if the County's flow exceeds its capacity by 2.5 MGD for a period of six (6) months. Said purchase shall be made within six (6) months after its need has been established in accordance with Paragraph 2 of Annex (B) and will be made in accordance with Paragraph 6 of Annex (A).

6

By striking Paragraph 6 of Annex (A), and by inserting in lieu thereof a new Paragraph 6 of Annex (A), which shall read as follows:

"6. Payments by County for Increase in Capacity:

In the event the County's capacity is to be increased, the payments due by the County shall be recalculated as though such increased capacity has originally been established under Paragraph 2 of Annex (A) at the commencement of this

agreement; except that all payments which would in that event have been already due and payable by the County on a monthly basis in accordance with Paragraph 3a of this agreement, shall be paid to the City in a lump sum at the time of the establishment of such increased capacity.

7

By striking Paragraph 1 of Annex (B) and by inserting in lieu thereof a new Paragraph 1 of Annex (B), which shall read as follows:

"1. Proration of Net Operating Costs:

The County has agreed to pay to the City a proportional part of the City's "Net Operating Costs" of the Metropolitan Sewer System. "Net Operating Costs" as used herein and in the agreement to which this is attached is defined as the total direct cost and all applicable indirect costs of operating the Plant, less all earnings from the sale of by-products, except as provided hereafter in Paragraph 6. Indirect costs shall be determined in accordance with the then current Federal Office of Management and Budget Circular A-87 or its replacement, a copy of which shall be transmitted annually to the County by the City. The portion of the net operating cost paid by the County shall be based on the ratio the County's flow bears to the total flow to each location or each facility concerned. Said cost shall be billed on a monthly basis and shall be payable by the County to the City within ten (10) days after receipt of the invoice for same."

8

By striking Paragraph 2 of Annex (B), and by inserting in lieu thereof a new Paragraph 2 of Annex (B), which shall read as follows:

"2. Metering Stations:

The sewage flows to be used in determining the County's portion of net operating costs and plant capacity requirements shall be determined by the combined use of flow metering stations and population estimates as set forth hereinafter. The County will, at its expense, construct metering facilities with automatic continuous recording devices of sufficient capacity to meter the range of flows in the year 2000 or the capacity of the existing sewer, whichever is larger, as set forth hereinafter. The metering facilities shall be operated, supervised, managed, maintained and repaired by the City with the full net operating costs of the metering stations being a cost to

the Metropolitan Sewer System. Replacement of the facilities will be a cost to the Metropolitan Sewer System. Construction of the meters shall be completed not later than one (1) calendar year after execution of this amendment and shall be as herein specified as to type and location with all plans and specifications for the installations being reviewed and approved by the Commissioner of Environment and Streets of the City of Atlanta. In the event meters are not completed, at the City's discretion, flow measurements may be made at some or all of the proposed locations specified for metering the sewer lines at the County's expense by an independent engineering firm which will be selected by the City and approved by the County. Dry weather flow shall be measured for a one-week period and the average flow which will determine the County's portion of the net operating cost shall be computed by multiplying the ratio of the measured dry weather flow to the appropriate plant flow for the same week by the average plant flow for the preceding six months. Measurements shall be made as deemed necessary by the City. Until metering facilities have been so acquired, installed or constructed and after the calendar year 1968, which is provided for in Paragraph 5 of the original contract, the County's share of the net operating costs for the Clayton Plant shall be based upon the ratio of the resident population within the County served by the Clayton Plant. Said resident population served shall be determined by the latest published Atlanta Regional Commission population projections. The County's flow in the Clayton, Intramural and South River Basins shall be determined by use of flow metering and/or population estimates as set forth below:

- a. Three metering stations shall be constructed in the basins tributary to the R. M. Clayton Water Pollution Control Plant at the locations specified and shall be of the type as specified in this Paragraph.
 1. A meter shall be constructed on the Nancy Creek Sewer which flows from the County into Fulton County approximately parallel to Nancy Creek and in the vicinity of Evergreen Creek Road. The meter shall be located either inside or outside the County Line but shall be below the confluence with any other sewer, trunk or lateral, located in the County.
 2. A meter shall be constructed on the sewer which flows from the County approximately parallel to the North Fork of Peachtree Creek in the vicinity of Converse Drive. The meter shall be located either inside or outside of the City Limits but shall be below the confluence with any other sewer, trunk or lateral, located in the County.

3. A meter shall be constructed on the sewer which flows from the County approximately parallel to the South Fork of Peachtree Creek in the vicinity of Briarcliff Road. The meter shall be located either inside or outside of the City limits but shall be above the confluence of said trunk with the St. Louis Trunk but below the confluence of the North Decatur Outfall and the Druid Hills Trunk.

The flow from the areas served by metered sewers shall be divided by the tributary population to determine the flow per capita for the metered area. The per capita flows for the metered area shall then be multiplied by the total population of the County and Gwinnett County tributary to the Clayton Plant, and the flow thus calculated shall be used to determine the need for additional treatment plant capacity and shall, in combination with the total flow to the Clayton Plant, determine the County's portion of the net operating cost of the plant.

- b. The County's contribution to the net operating cost of the Intramural Creek Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the plant.
- c. The County's contribution to the net operating cost of South River Water Pollution Control Plant shall be based on the ratio of the resident population within the County served by the plant to the total resident population of all areas served by the Plant."

8

By striking Paragraph 2.01 of Annex (E) and by inserting in lieu thereof a new Paragraph 2.01 of Annex (E) which shall read as follows:

"2.01 R. M. Clayton Water Pollution Control Plant, 120 MGD secondary treatment plant located at 2440 Bolton Road, NW. Existing facilities include screen and grit removal, 8 primary clarifiers, 8 digesters, 4 centrifuges and dewatering building, 2 sludge incinerators, administration and laboratory building, 10 aeration tanks, 7 gas engine-blower sets and blower building, 9 final settling tanks, chlorination facilities and appurtenances.

Except as amended herein, the agreement of July 18, 1968 is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 20th day of January, 1977.

CITY OF ATLANTA

DEKALB COUNTY

By: [Signature] (Seal) By: [Signature] (Seal)
MAYOR CHAIRMAN, BOARD OF COMMISSIONERS

[Signature]
CLERK, DEKALB COUNTY
BOARD OF COMMISSIONERS

APPROVED:

APPROVED AS TO INTENT:

[Signature]
Commissioner of Environment & Streets

[Signature]
Director, DeKalb County
Water & Sewer Department

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
Associate City Attorney
Asst.

[Signature]
DeKalb County Attorney

STATE OF GEORGIA

COUNTY OF FULTON

SECOND AMENDMENT
TO
METROPOLITAN SEWER AGREEMENT
WITH
DEKALB COUNTY

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this the 3rd day of August, 1987, by and between the CITY OF ATLANTA, a municipal corporation existing under the laws of the STATE OF GEORGIA, hereinafter referred to as the "City", and DEKALB COUNTY, a political subdivision of the STATE OF GEORGIA, hereinafter referred to as the "County".

WITNESSETH THAT

WHEREAS, the CITY OF ATLANTA and DEKALB COUNTY heretofore under the date of July 16, 1968, entered into the METROPOLITAN SEWER AGREEMENT, heretofore amended; and

WHEREAS, the Council and the Mayor of the City, by Resolution adopted on the 1st day of June, 1987, and approved on the 9th day of June, 1987, have authorized the execution of this second amendment on behalf of the City.

NOW, THEREFORE, in consideration of the premises, the mutual undertakings herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Agreement shall stand amended as follows:

1

By striking the words and numerals "one and one-third (1-1/3)" in the fifth line of the last sentence of subparagraph 3a. and inserting in lieu thereof the words and numerals "one and one-fourth (1-1/4)" so that such sentence shall read as follows:

"In determining the 'cost of each borrowing', there shall be included principal and interest to maturity, to which shall be added any discount incurred in connection with the contracting of any debt or from which shall be subtracted any premium received, the result of which will be multiplied by one and one fourth (1-1/4) (representing the debt coverage required)."

2

By striking Paragraph 2 of Annex (A) in its entirety and inserting a new Paragraph 2 in lieu thereof which shall read as follows:

"County's Right to Use: The County shall have the right to use 50 M.G.D. of the M.G.D. capacity of the Clayton Plant."

45

3

By deleting the first subparagraph of Paragraph 3 of annex (A) in its entirety and inserting in lieu thereof a subparagraph which shall read as follows:

"In consideration of the County's right to use the Clayton Plant as specified in Paragraph 2 of Annex (A), the County agrees to pay to the City a sum equal to 41.67% (50 M.G.D. divided by 120 M.G.D.) of the cost of capital improvements to the R. M. Clayton Plant described in Annex (A), Paragraph 1, in accordance with Paragraph 3 of this Agreement. Should the total capacity of the Plant be reduced in the future for any reason, the County agrees to pay the City in accordance with the new percentage of the total plant capacity that 50 M.G.D. would represent."

4

Except as amended herein, the Agreement of July 16, 1968, previously amended January 20, 1977, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the duly authorized officials of the CITY OF ATLANTA and the COUNTY OF DEKALB have respectively caused the name of the CITY OF ATLANTA and the name of the COUNTY OF DEKALB and the seals of said municipal corporation and political subdivision and the signatures of their duly authorized executive officers to be affixed hereto on this 31st day of August, 1987.

CITY OF ATLANTA

DEKALB COUNTY

BY:

MAYOR

BY:

CHIEF EXECUTIVE OFFICER

RECOMMENDED BY:

CHIEF ADMINISTRATIVE OFFICER

ATTESTED BY:

EX-OFFICIO CLERK TO THE CHIEF EXECUTIVE OFFICER AND BOARD OF COMMISSIONERS

APPROVED AS TO INTENT:

COMMISSIONER OF WATER AND POLLUTION CONTROL

APPROVED AS TO INTENT:

DIRECTOR, DEPARTMENT OF PUBLIC WORKS

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CITY ATTORNEY

COUNTY ATTORNEY



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Wastewater Collection and Treatment

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Enterprise Funds
Avondale Estates, Brookhaven,	Enterprise Funds
Chamblee, Clarkston, Decatur,	
Doraville, Dunwoody, Lithonia, Pine	
Lake, Stn Mtn	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

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

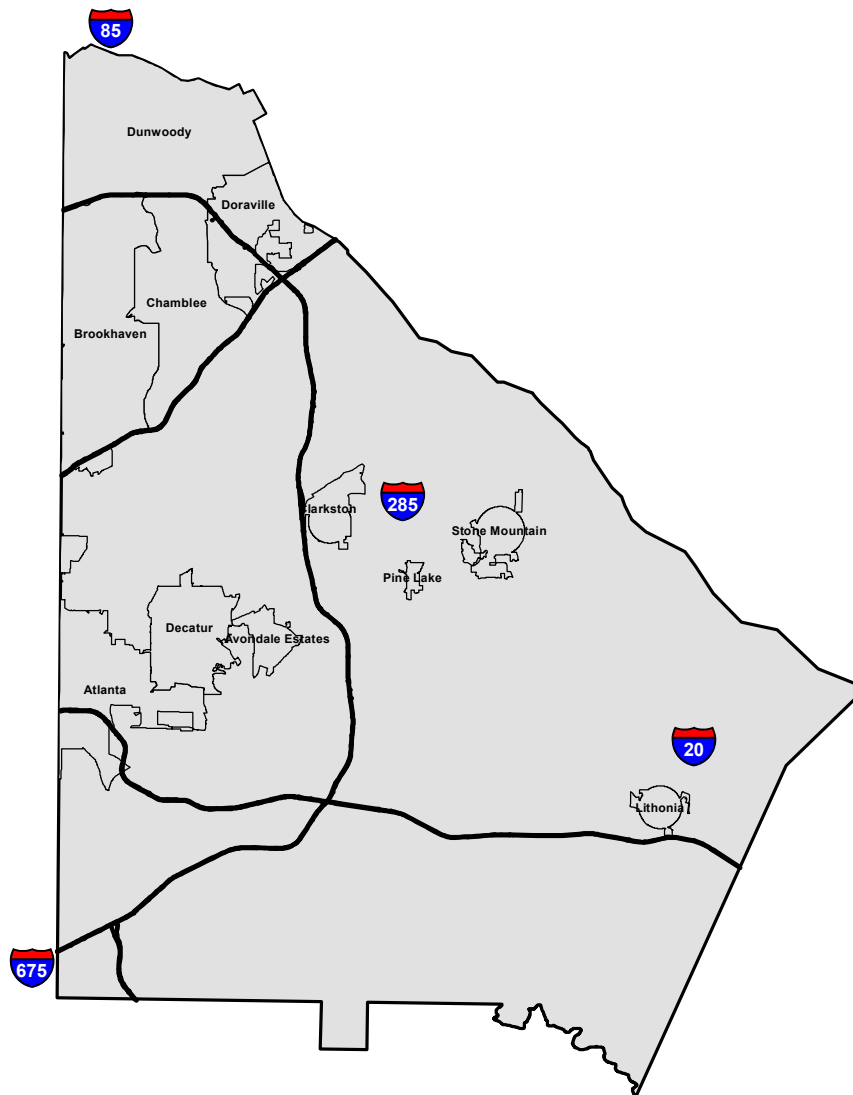
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

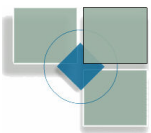
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Wastewater Collection & Treatment



Department of Planning & Sustainability- Long Range Planning Section



0 3 6 Miles

Wastewater Collection & Treatment

 Service Provided by DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Refuse Collection

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

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

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

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

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

☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **DeKalb County, Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain**

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Enterprise Funds
City of Atlanta & Decatur	User Fees
All other cities	User Fees and General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

Question 5 continued, due to limited space:

IGA form Solid Waste Management services between DeKalb County and Brookhaven (1/01/2013 - year to year)

Question 6: DeKalb County Code of Ordinances, Chapter 22, Solid Waste

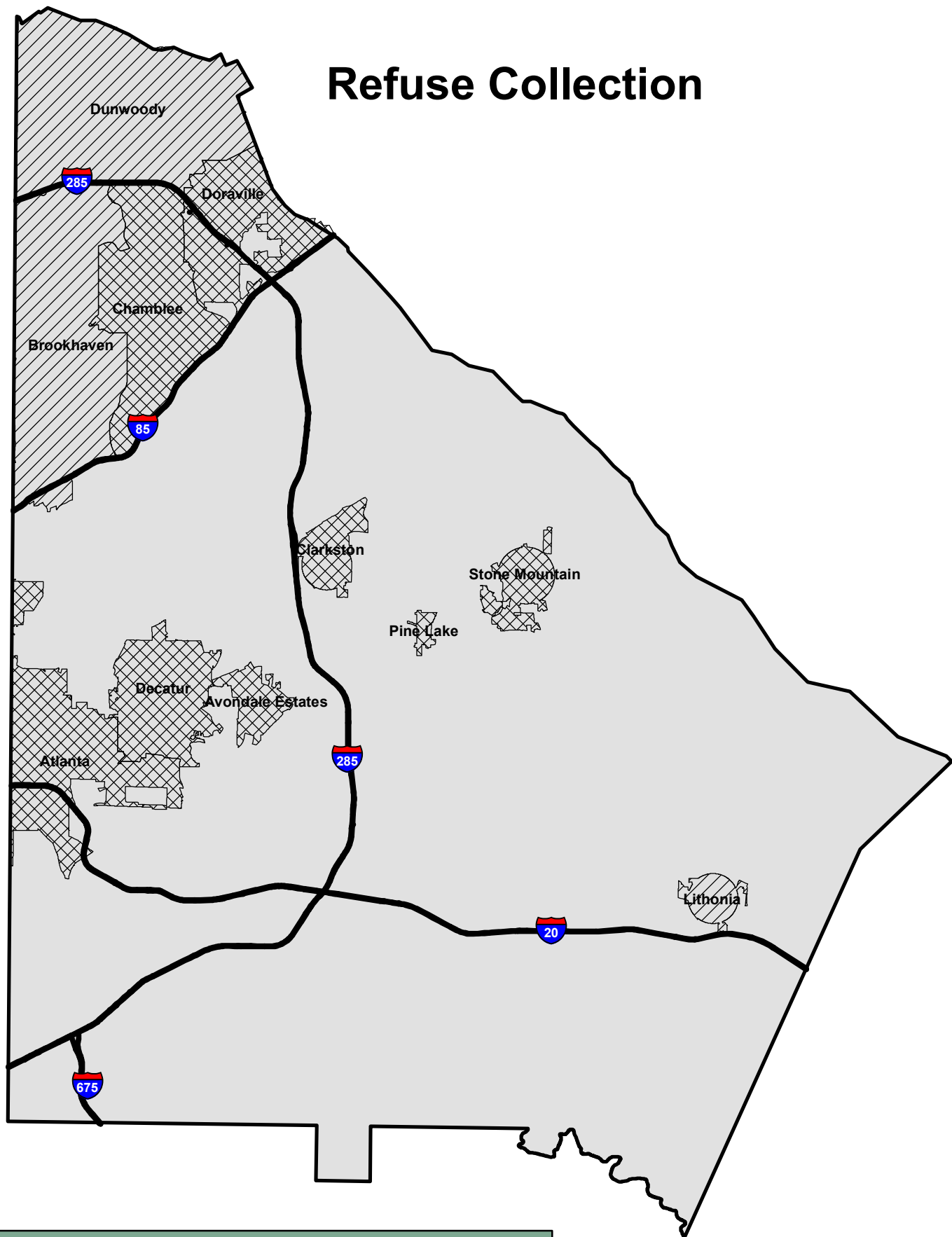
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

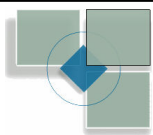
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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




Refuse Collection



Department of Planning & Sustainability- Long Range Planning Section



Refuse Collection

-  Municipality Responsible for Service
-  Service provided by DeKalb County under IGA
-  DeKalb County provides Service

0 1.5 3 Miles

March 13, 2013

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF BROOKHAVEN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia and the City of Brookhaven, Georgia.

WHEREAS, DeKalb County, Georgia ("County") is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Brookhaven ("City") is a municipality created by the 2012 Georgia General Assembly pursuant to House Bill 636 (hereinafter referred to as "HB 636"); and

WHEREAS, the Georgia Solid Waste Management Act ("SWMA") at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan ("SWMP") that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place that is effective through 2014; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the geographic area that now comprises the City has been and continues to be a part of the County's SWMP; and

WHEREAS, the City desires to continue to be a part of the County's SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid Waste Management Services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

**ARTICLE 2
DEFINITIONS**

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Commercial Establishment** means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 **Commercial Refuse** means waste material from industrial processes manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.5 **Rubbish** means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 **Solid Waste** means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. Residences shall be provided twice weekly curbside garbage collection, including backdoor service for medically eligible residents. Residences shall be allowed unlimited volume of garbage collection. Commercial Establishments shall be provided collection services one to six times per week, to be determined by the Commercial Establishments. Commercial Establishments shall also be provided mixed paper commercial recycling services one to five times weekly, to be determined by the Commercial Establishments. As a service to the public, the County shall collect mixed paper recycling from drop off sites at various County libraries and fire stations. Special Services the County shall provide include: once a week yard waste pick-up and appliance pick up; once a week residential subscription recycling service (over 22,000 subscribers since county-wide program started in August 2005); mixed paper and co-mingled (plastics, glass, aluminum and metal containers) recycling in County office buildings and facilities; fee based special and bulky material collection and dead animal collection; scheduled mowing and maintenance of County owned properties, major roads and right of way (ROW) maintenance; and road litter and illegal dumping abatement programs.

ARTICLE 3 TERM OF AGREEMENT

The term of the Agreement is for a minimum of one year, commencing January 1, 2013 at 0000 hours through 2400 hours on December 31, 2013. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residents and Commercial Establishments in the unincorporated area of the County. Currently, residential property owners shall be billed annually as a separate line item on their County tax bill. Commercial Establishments shall be billed monthly. The County agrees that residential property owners and Commercial Establishments shall be charged fees at the same rate for similar services, and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

ARTICLE 5 PUBLIC WORKS DIRECTOR

The County Public Works Director will direct and manage the Solid Waste Management Services the County provides under this Agreement.

ARTICLE 6 SERVICES

The Solid Waste Management Services the County will provide City during the term of this Agreement shall be identical to the services provided in unincorporated areas of County, unless changed pursuant to the provisions of Article 4 of this Agreement. The City is interested in pursuing additional recycling options for its residents and businesses and the County is willing to discuss and evaluate such options with the City during 2013. The City Manager and the County Public Works Director agree to confer in person to mutually evaluate the cost and benefit of additional recycling options.

ARTICLE 7 EQUIPMENT

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

ARTICLE 8 AUTHORITY TO ENFORCE THE COUNTY'S APPLICABLE COLLECTION AND DISPOSAL CODE

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County's Public Works Director shall be responsible for enforcing the County's collection and disposal code and related provisions. The County Public Works personnel assigned to the City, shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.

8.2 Every County Public Works personnel assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 County Public Works personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City

ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County Public Works Department personnel shall enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County Public Works Department personnel for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 On or before January 1, 2013, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment "A", the Code of DeKalb County, Georgia, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69, attached hereto and incorporated by reference, (hereinafter referred to as the County's solid waste management ordinances). If the City does not enact solid waste management ordinances at least as stringent as the County's solid waste management ordinances prior to March 1, 2013, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager. If the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County;

ARTICLE 9 EMPLOYMENT STATUS

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 10
RECORDKEEPING AND REPORTING**

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 11
CITY – COUNTY RELATIONS**

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

**ARTICLE 12
TRANSITION**

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

**ARTICLE 13
TERMINATION AND REMEDIES**

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 14
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:	Executive Assistant Clark Harrison Center 330 West Ponce de Leon Avenue, 6 th Floor Decatur, Georgia 30030 404-371-4751 (facsimile)
-------------------	--

With a copy to: County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3024 (facsimile)

If to the City: City Manager
City of Brookhaven
200 Ashford Center North
Suite 150
Atlanta, GA 30338
_____ (facsimile)

With a copy to: City Attorney
City of Brookhaven
200 Ashford Center North
Suite 150
Atlanta, GA 30338
_____ (facsimile)

ARTICLE 15 EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Dekalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20
COUNTERPARTS**

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

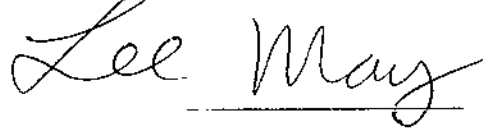
SIGNATURES APPEAR ON THE FOLLOWING PAGE

March 13, 2013

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This ____ day of _____, 2013.


DEKALB COUNTY, GEORGIA



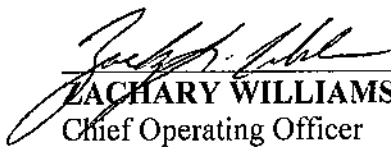
LEE MAY

Interim Chief Executive Officer
DeKalb County, Georgia

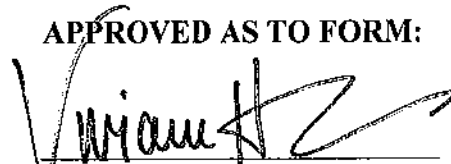
ATTEST:

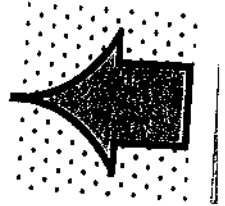

BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:


ZACHARY WILLIAMS
Chief Operating Officer

APPROVED AS TO FORM:


VIVIANE H. ERNSTES
Chief Asst. County Attorney



CITY OF BROOKHAVEN, GEORGIA

(SEAL)
J. MAX DAVIS
Mayor

SUSAN D. HIOTT, MMC
Municipal Clerk

APPROVED AS TO SUBSTANCE:

MARIE L. GARRETT
City Manager

APPROVED AS TO FORM:

WILLIAM F. RILEY, JR.
City Attorney

A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DUNWOODY AND DEKALB COUNTY FOR SOLID WASTE MANAGEMENT SERVICES

- WHEREAS,** the City of Dunwoody shall provide for the general health, sanitation and welfare for the inhabitants of the City; and
- WHEREAS,** providing the basic necessity of solid waste management services to its citizens will improve the quality of life and executing an Intergovernmental Agreement between the City and DeKalb County for provision of said services will comply with the state law requirement for solid waste management; and
- WHEREAS,** the Intergovernmental Agreement (IGA) between the City of Dunwoody and DeKalb County to provide for solid waste management services, as attached hereto and incorporated herein, has been negotiated.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody and it is resolved by the authority of said City Council, that by passage of this Resolution the City of Dunwoody Mayor and City Council authorize an Intergovernmental Agreement (IGA) for the provision of Solid Waste Management Services currently operated by the County, as attached hereto and incorporated herein. The Mayor and Council direct the City Manager to send a certified copy of this Resolution to the Chairman of the DeKalb County Board of Commissioners and the DeKalb County Chief Executive Officer.

SO RESOLVED AND EFFECTIVE, this 13th day of December, 2010.

Approved:


Ken Wright, Mayor

Attest:


Sharon Lowery, City Clerk

Seal



**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF SOLID WASTE MANAGEMENT SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia ("County") and the City of Dunwoody, Georgia ("City").

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as "SB 82"); and

WHEREAS, the Georgia Solid Waste Management Act ("SWMA") at O.C.G.A. § 12-8-31.1(a) requires each city and county in Georgia to develop or be included in a comprehensive Solid Waste Management Plan ("SWMP") that conforms to the procedures promulgated by the Georgia Department of Community Affairs; and

WHEREAS, the City desires to ensure that its citizens receive Solid Waste Management Services, as defined herein, in a manner consistent with the SWMA; and

WHEREAS, the County has an approved SWMP in place that is effective through 2014; and

WHEREAS, the County collects, transports and disposes Solid Waste, as defined herein, in accordance with its SWMP and currently provides Solid Waste Management Services to unincorporated DeKalb County and municipalities located in the County; and

WHEREAS, the geographic area that now comprises the City has been and continues to be a part of the County's SWMP; and

WHEREAS, the City desires to continue to be a part of the County's SWMP; and

WHEREAS, the County and the City further desire to establish the cost of the Solid Waste Management Services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide for continued Solid Waste Management Services within the City.

**ARTICLE 2
DEFINITIONS**

For purposes of the Agreement, the following terms shall be defined as:

2.1 **Commercial Establishment** means any hotel, motel, apartment house, rooming house, business, industrial, public or semipublic establishment of any nature or kind whatsoever other than a single dwelling unit/residential unit and condominiums.

2.2 **Commercial Refuse** means waste material from industrial processes manufacturing canneries, slaughterhouses, packing plants, poultry processing plants or similar industries, and large quantities of condemned foods. Commercial refuse also includes waste material from the construction, remodeling and repair operations on houses, commercial buildings, multiple dwellings and other structures such as concrete, bricks, plaster, stone, earth, lumber, roofing materials, gutters, shavings and sawdust.

2.3 **Garbage** means food waste, including waste accumulation of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables.

2.4 **Refuse** means Garbage, Rubbish or Commercial Refuse.

2.5 **Rubbish** means waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

2.6 **Solid Waste** means any Garbage or Refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agriculture operation materials; solid or dissolved matters in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended and as defined by O.C.G.A. § 12-8-22(33) as may hereafter be amended.

2.7 **Solid Waste Management Services** includes collection, transportation and disposal of Solid Waste from residences, Commercial Establishments and other Special Services as described in this section. Residences shall be provided twice weekly curbside garbage collection, including backdoor service for medically eligible residents. Residences shall be allowed unlimited volume of garbage collection. Commercial Establishments shall be provided collection services one to six times per week, to be determined by the Commercial Establishments. Commercial Establishments shall also be provided mixed paper commercial recycling services one to five times weekly, to be determined by the Commercial Establishments. As a service to the public, the County shall collect mixed paper recycling from drop off sites at various County libraries and fire stations. Special Services the County shall provide include: once a week yard waste pick-up and appliance pick up; once a week residential subscription recycling service (over 22,000 subscribers since county-wide program started in August 2005); mixed paper and co-mingled (plastics, glass, aluminum and metal containers) recycling in County office buildings and facilities; fee based special and bulky material collection and dead animal collection; scheduled mowing and maintenance of County owned properties, major roads and right of way (ROW) maintenance; and road litter and illegal dumping abatement programs.

ARTICLE 3 TERM OF AGREEMENT

The term of the Agreement is for a minimum of one year, commencing January 1, 2011 at 0000 hours through 2400 hours on December 31, 2011. This Agreement shall automatically renew without further action by the City or the County on January 1st of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For the Solid Waste Management Services to be rendered during the term of this Agreement, the City agrees that the County shall remain entitled to impose and collect its fees in a manner consistent with the fees imposed and collected from the residents and Commercial Establishments in the unincorporated area of the County. Currently, residential property owners shall be billed annually as a separate line item on their County tax bill. Commercial Establishments shall be billed monthly. The County agrees that residential property owners and Commercial Establishments shall be charged fees at the same rate and in the same manner as such fees are imposed and collected within the unincorporated portion of DeKalb County.

**ARTICLE 5
PUBLIC WORKS DIRECTOR**

The County Public Works Director will direct and manage the Solid Waste Management Services the County provides under this Agreement.

**ARTICLE 6
SERVICES**

The Solid Waste Management Services the County will provide City during the term of this Agreement shall be identical to the services provided in unincorporated areas of County. The City is interested in pursuing additional recycling options for its residents and businesses and the County is willing to discuss and evaluate such options with the City during 2011. The City Manager and the County Public Works Director agree to confer in person on or before March 1, 2011 to mutually evaluate the cost and benefit of additional recycling options.

**ARTICLE 7
EQUIPMENT**

The County agrees to provide all equipment and personnel necessary to execute the Solid Waste Management Services contemplated in this Agreement.

**ARTICLE 8
AUTHORITY TO ENFORCE THE COUNTY'S APPLICABLE COLLECTION
AND DISPOSAL CODE**

8.1 The County shall have concurrent authority to enforce the County codes governing Solid Waste Management, including collection and disposal services as addressed in the Code of DeKalb County, as Revised 1988, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69 within the City. The County's Public Works Director shall be responsible for enforcing the County's collection and disposal code and related provisions. The County Public Works personnel assigned to the City, shall take an oath administered by the Judge of the Municipal Court of the City, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking code enforcement duties pursuant to this Agreement to enforce the ordinances regulating Solid Waste Management.

8.2 Every County Public Works personnel assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the code enforcement within the scope of this Agreement.

8.3 County Public Works personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City regulating Solid Waste Management, to issue citations incident to the enforcement of such County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce these County and City ordinances is made for the sole and limited purpose of giving official and lawful status to the performance of code enforcement services provided by sworn officers within the City.

8.4 County Public Works Department personnel shall enforce County and City ordinances regulating Solid Waste Management Services and shall appear in the Municipal Court of the City as necessary to prosecute cases made therein. The City agrees to compensate the County Public Works Department personnel for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to County personnel working within the City.

8.5 On or before January 1, 2011, the City will adopt solid waste management ordinances that are no less stringent and are as broad in scope as Attachment "A", the Code of DeKalb County, Georgia, Article I, Section 22-1 through 22-5, Article II, Section 22-26 through Section 22-35, Article III, Section 22-51 through 22-60 and Article IV, Section 22-61 through 22-69, attached hereto and incorporated by reference, (hereinafter referred to as the County's solid waste management ordinances). If the City does not enact solid waste management ordinances at least as stringent as the County's solid waste management ordinances prior to March 1, 2011, this Agreement will immediately terminate with no further action required of the County. Whenever the County intends to amend its solid waste management ordinances, it will forward a copy of such proposed amendment(s) at least 90 days prior to the date of enactment to the City Manager. If the City does not enact amendments at least as stringent as those adopted by the County within 60 days of the County's enactment, this Agreement will immediately terminate with no further action required of the County;

ARTICLE 9 EMPLOYMENT STATUS

All County Public Works Department personnel operating in the City, as well as any other County personnel operating under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

**ARTICLE 10
RECORDKEEPING AND REPORTING**

The County Public Works Department is the central repository for all Solid Waste related records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Solid Waste Management activities it conducts within the City. Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

**ARTICLE 11
CITY – COUNTY RELATIONS**

The County Public Works Department Director shall be the County's main point of contact regarding Solid Waste Management issues and will coordinate with the City Manager as appropriate.

**ARTICLE 12
TRANSITION**

The County and City agree that 180 days prior to the end date of this Agreement, the City Manager and the County's Executive Assistant will meet and confer to determine whether the City desires to extend the Agreement.

**ARTICLE 13
TERMINATION AND REMEDIES**

The City and the County may terminate this Agreement with or without cause, by giving 180 days prior written notice to the other party. The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

**ARTICLE 14
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-3691, Office number
404-371-2116, Facsimile number

With a copy to:

County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3011, Office number
404-371-3024, Facsimile number

If to the City:

City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

With a copy to:

City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

ARTICLE 15 EXTENSION OF AGREEMENT

This Agreement may be extended at any time during the term by mutual written consent of both parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

ARTICLE 16 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 17 ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement

shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Dekalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20
COUNTERPARTS**

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

November 15, 2010

DEKALB COUNTY, GEORGIA

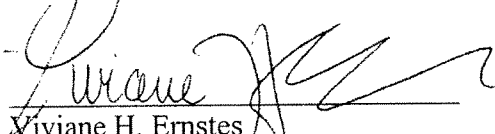
By: _____ (SEAL)

W. Burrell Ellis, Jr.
Chief Executive Officer
DeKalb County, Georgia

ATTEST:


Barbara Sanders, CCC
Clerk of the
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:



Viviane H. Ernestes
Chief Assistant County Attorney

APPROVED AS TO SUBSTANCE:

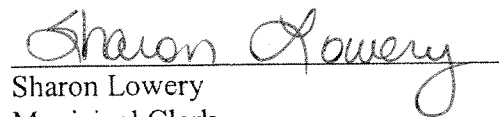


William R. Rhinehart
Public Works Director

CITY OF DUNWOODY, GEORGIA


 (Seal)

Ken Wright
Mayor



Sharon Lowery
Municipal Clerk

Approved as to Form:



Brian Anderson
City Attorney

AGREEMENT FOR GARBAGE COLLECTION
AND DISPOSAL SERVICES

THIS AGREEMENT made by and between the CITY of LITHONIA, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for garbage collection and disposal services; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1. Effective January 1, 1995, the DeKalb County Department of Public Works shall provide all garbage and sanitation collection and disposal services for the residents within the City.
2. County shall be responsible for the collection of fees or assessments to pay for the costs of providing such services to the residents of the City and for the con-

struction and maintenance of facilities necessary to provide such services.

3. County shall be responsible for enforcement of compliance with DeKalb County Code provisions concerning garbage and sanitation disposal and collection, and shall be responsible for the enforcement of collection of fees and assessments imposed pursuant to the County Code.
4. County shall be responsible for the initiation of any actions at law necessary to collect any unpaid fees, charges, or assessments.
5. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.
6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
7. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes for venue, all suits or

causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

8. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.
9. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in this Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of actions for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF LITHONIA

By: Harold H. Boy Jr
Title: Mayor
Date: 12/29/94

ATTESTED:

By: Ann Ray

Title: City Clerk

Date: December 29, 1994

DEKALB COUNTY, GEORGIA

By: Liane Levetan
LIANE LEVETAN
Chief Executive Officer

Date: February 16, 1995

APPROVED AS TO FORM:

Jonathan Weintraub
JONATHAN WEINTRAUB
County Attorney

ATTESTED:

By: David W. Joyner
DAVID W. JOYNER
Ex-Officio Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

DEKALB COUNTY
CONTRACT NO. 95-6262 G



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Landfill

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Enterprise Funds
All Cities	All cities can use the County landfill and pay the posted rates when
	they pay the posted rates when they use it with user fees and/or general funds

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement for garbage collections and disposal services	DeKalb County with all cities	1/01/95 (year to year)
	Contract for services with a private company and City of Atlanta, Doraville, and Stone Mountain	

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Recycling Programs

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

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

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

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

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

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

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

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

☐ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Enterprise Funds
Dunwoody, Lithonia	User Fees
All other cities	User Fees and General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven,

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

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

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

AGREEMENT FOR GARBAGE COLLECTION
AND DISPOSAL SERVICES

THIS AGREEMENT made by and between the CITY of LITHONIA, a municipal corporation chartered by the State of Georgia (hereinafter "City") and DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia (hereinafter "County"), each of whom has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, both parties hereto are interested in serving the needs of the citizens of the City and County by providing for garbage collection and disposal services; and

WHEREAS, both City and County will benefit from this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do agree and consent to the following:

1. Effective January 1, 1995, the DeKalb County Department of Public Works shall provide all garbage and sanitation collection and disposal services for the residents within the City.
2. County shall be responsible for the collection of fees or assessments to pay for the costs of providing such services to the residents of the City and for the con-

struction and maintenance of facilities necessary to provide such services.

3. County shall be responsible for enforcement of compliance with DeKalb County Code provisions concerning garbage and sanitation disposal and collection, and shall be responsible for the enforcement of collection of fees and assessments imposed pursuant to the County Code.
4. County shall be responsible for the initiation of any actions at law necessary to collect any unpaid fees, charges, or assessments.
5. It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.
6. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
7. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes for venue, all suits or

causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

8. This contract shall be in effect from its effective date and continue in effect from year to year and is terminable at the will of either party upon thirty (30) days written notice to the governing authority of the other party.
9. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in this Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of actions for any third party.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

CITY OF LITHONIA

By: Harold D. Breyer
Title: Mayor
Date: 12/22/94

ATTESTED:

By: Ann Ray

Title: City Clerk

Date: December 29, 1994

DEKALB COUNTY, GEORGIA

By: Liane Levetan

LIANE LEVETAN
Chief Executive Officer

Date: February 16, 1995

APPROVED AS TO FORM:

[Signature]
JONATHAN WEINTRAUB
County Attorney

ATTESTED:

By: David W. Joyner

DAVID W. JOYNER
Ex-Officio Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

DEKALB COUNTY
CONTRACT NO. 95-6262G



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: *Street Construction Maintenance*

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Fund
Decatur	General Fund and User Fees
Atlanta	General Fund and User Fees
Brookhaven	General Fund and User Fees
Dunwoody	General Fund and User Fees

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Resolution to levy taxes for the year 2014. Roads & Drainage Department activity sheet.

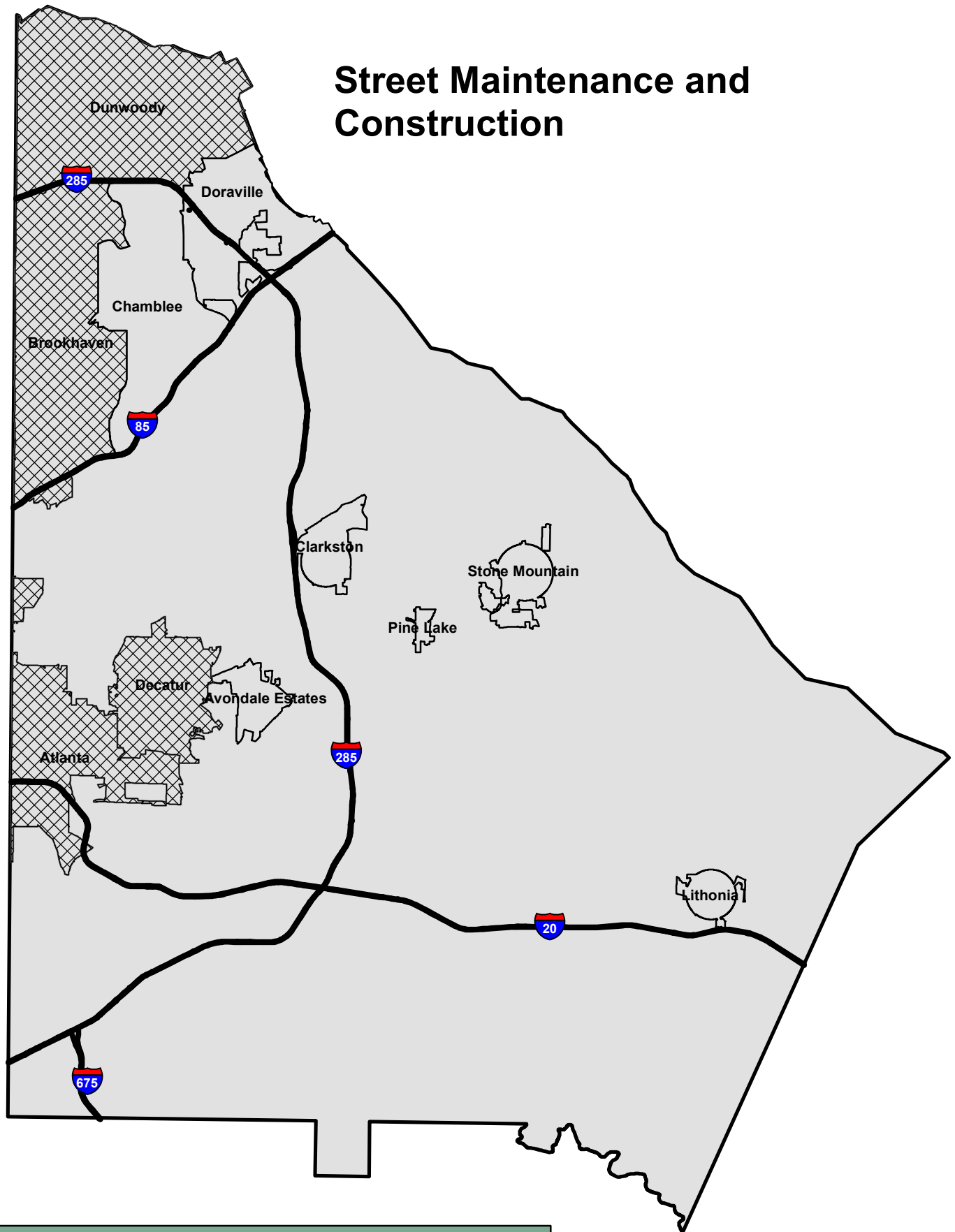
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

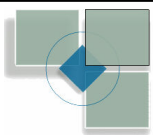
If not, provide designated contact person(s) and phone number(s) below:

Street Maintenance and Construction





Department of Planning & Sustainability- Long Range Planning Section

Street Maintenance and Construction



0 1.5 3 Miles

A horizontal scale bar with markings for 0, 1.5, and 3 miles.

-  Service Provided by DeKalb County
-  Municipality Responsible for Service

Explanation for Continuing the Arrangement:

Overlapping but higher level of service.

STREET CONSTRUCTION AND MAINTENANCE

The County levies property taxes in the cities to provide street construction and maintenance. A chart indicating the different services provided in each city is attached as Exhibit A. A copy of the County's resolution to levy taxes for 2014 is attached as Exhibit B.

Attachment B

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2014

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2014 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$1.67 per every \$1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
2. A Tax of \$9.03 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); and to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80).
3. A Tax of \$12.79 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County, nonbasic police protection (0.62), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
4. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General

Attachment B

County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

5. A Tax of \$12.36 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.19), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
6. A Tax of \$14.63 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (2.46) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
7. A Tax of \$9.58 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts,

Attachment B

Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to pay expenses of County nonbasic police protection (0.28), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.

8. A Tax of \$12.17 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
9. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
10. A Tax of \$14.95 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County

Attachment B

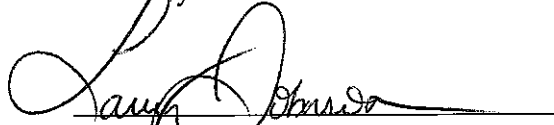
basic and nonbasic police protection (2.58); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

11. A Tax of \$15.38 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (3.01), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
12. A Tax of \$12.61 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.44), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
13. A Tax of \$19.54 per every \$1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph

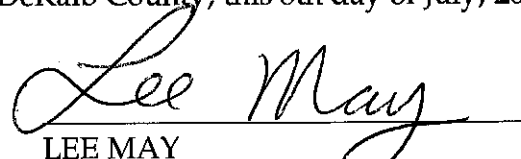
Attachment B

I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (6.18), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (1.46), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87). Pursuant to O.C.G.A. 33-8-8.3, \$26,046,015.12 received from the Insurance Premium Tax in 2013 will be expended for police protection, fire protection and other services in the unincorporated areas.

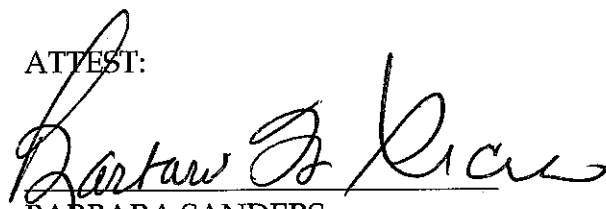
Adopted this 8th day of July 2014, by the DeKalb County Board of Commissioners.


LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 8th day of July, 2014.


LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:


BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:

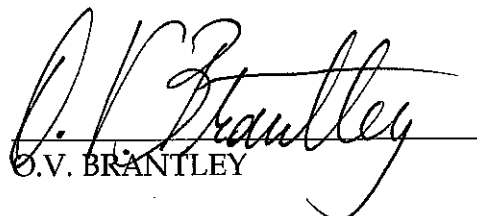

O.V. BRANTLEY

EXHIBIT A

ROADS & DRAINAGE DEPARTMENT

* All activities only at request of
City Manager through the Director of
Public Works

	Atlanta	Avondale*	Chamblee	Clarkston	Decatur	Doraville	Lithonia	Pine Lake*	Stone Mtn.	Unincorp. DeKalb
Resurfacing/patching - Water & Sewer	X	X	X	X	X	X	X	X	X	X
Resurfacing - LARP	X	X	X	X	X	X	X	X	X	X
Road Widening		X	X	X	X	X	X	X	X	X
Railroad Crossing Patching		X	X	X		X	X	X		X
General Patching		X	X	X		X	X	X		X
Pothole Patching		X	X	X		X	X	X		X
Asphalt Curb Construction		X	X	X		X	X	X		X
Asphalt Spillway/Flume Const.		X	X	X		X	X	X		X
Driveway Repair/Hump		X	X	X		X	X	X		X
Curb Radius Widening		X	X	X		X	X	X		X
Fallen Tree Removal		X	X	X		X	X	X		X
Tree Cutting & Removal		X	X	X		X	X	X		X
Brush Cutting/Tree Trimming		X	X	X		X	X	X		X
Foliage Control		X	X	X		X	X	X		X
Mowing Road Shoulder		X	X	X		X	X	X		X
Granite Curb Installation		X	X	X		X	X	X		X
Granite Curb Adjust		X	X	X		X	X	X		X
Backfilling Curb		X	X	X		X	X	X		X
Sealing Curb		X	X	X		X	X	X		X
Concrete Curb Const.		X	X	X		X	X	X		X
Concrete Curb Repair		X	X	X		X	X	X		X
Concrete Sidewalk Const.		X	X	X		X	X	X		X
Concrete Sidewalk Repair		X	X	X		X	X	X		X
Concrete Spillway/Flume Const.		X	X	X		X	X	X		X
Concrete Bridge Repair		X	X	X		X	X	X		X
Wood Bridge Repair		X	X	X		X	X	X		X
Metal Bridge Rail Repair		X	X	X		X	X	X		X
Shoulder Maintenance		X	X	X		X	X	X		X
Shoulder Repair		X	X	X		X	X	X		X
Side Ditch Cleaning		X		X		X	X	X		X
Sanding Streets		X	X	X		X	X	X		X
Mud Removal		X	X	X		X	X	X		X
Guard Rail Install		X	X	X		X	X	X		X

ROADS & DRAINAGE DEPARTMENT

*All activities only at request of
City Manager through the Director of
Public Works

	Atlanta	Avondale*	Chamblee	Clarkston	Decatur	Doraville	Lithonia	Pine Lake*	Stone Mun.	Unincorp. DeKalb
Metal Pipe Installation		X	**	X		X	X	X		X
Concrete Pipe Installation		X	**	X		X	X	X		X
Metal Pipe Replacement		X	**	X		X	X	X		X
Concrete Pipe Replacement		X	**	X		X	X	X		X
Pipe Repair-Brick Collar		X	**	X		X	X	X		X
Pipe Repair-Patch		X	**	X		X	X	X		X
Pipe Cleaning		X	**	X		X	X	X		X
Culvert Cleaning		X	**	X		X	X	X		X
Catch Basin Const.		X	**	X		X	X	X		X
Catch Basin Cleaning		X	**	X		X	X	X		X
Concrete Lid Replacement		X	**	X		X	X	X		X
Metal Lid/Frame Replace		X	**	X		X	X	X		X
Junction Box Const.		X	**	X		X	X	X		X
Junction Box/CB Repair		X	**	X		X	X	X		X
Headwall Const.		X	**	X		X	X	X		X
Headwall Repair		X	**	X		X	X	X		X
Rock Retaining Wall Const.		X	**	X		X	X	X		X
Rip Rap Bank Const.		X	**	X		X	X	X		X
Splash Apron Const.		X	**	X		X	X	X		X
Tail Ditch Cleaning		X	**	X		X	X	X		X
Landscaping		X	**	X		X	X	X		X
Backfilling		X	**	X		X	X	X		X
Grate Installation		X	**	X		X	X	X		X
Grate Repair		X	**	X		X	X	X		X
Grate Replacement		X	**	X		X	X	X		X
Hydroseeding		X	**	X		X	X	X		X
Fence Location										
Night Emergencies Responded to		X	**	X		X	X	X		X
Only in conjunction with a job										

**Chamblee -- only if connected to in place County system. No new off the R-O-W drainage work permitted at this time.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Street Cleaning

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Fund
City of Decatur	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Resolution to levy taxes for the year 2014.

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

FOR USE BY COMMISSION OFFICE/CLERK ONLY

ACTION : 2014-07-08 Item D1

MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.

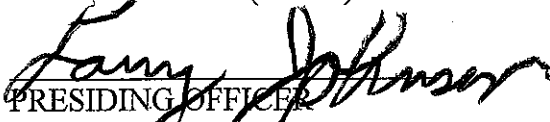
MOTION was made by Jeff Rader, seconded by Kathie Gannon to Amend Budget with Resolution digest Scenario B on Millage Rate. 2-4-0-0 vote. Commissioners Rader and Gannon in favor. No action for lack of four votes.

MOTION was made by Jeff Rader, seconded by Elaine Boyer and passed 6-0-0-0 to approve the Substitute with Amendment to reserve increase for the Ethics Board until such time we receive a proposal from Ethics Board on how to spend the money. 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. [Note: This Motion is separate from the Main Motion to approve Substitute.]

MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer and passed 4-2-0-0 to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.


ADOPTED: JUL 08 2014

(DATE)


 PRESIDENT OFFICER
 DEKALB COUNTY BOARD OF
 COMMISSIONERS

CERTIFIED: JUL 08 2014

(DATE)


 CLERK,
 DEKALB COUNTY BOARD
 OF COMMISSIONERS

FOR USE BY INTERIM CHIEF EXECUTIVE OFFICER ONLY

APPROVED: JUL 18 2014

(DATE)


 INTERIM CHIEF EXECUTIVE OFFICER
 DEKALB COUNTY

VETOED: _____

(DATE)

 CHIEF EXECUTIVE OFFICER
 DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES: Viola Davis, 909 Rays Road, Stone Mountain, Ga. 30083, Faye Coffield, 3261 Chaparral Way, Lithonia, Ga. 30036, spoke in support.

Attachment B

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2014

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2014 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$1.67 per every \$1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
2. A Tax of \$9.03 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); and to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80).
3. A Tax of \$12.79 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County, nonbasic police protection (0.62), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
4. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General

Attachment B

County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

5. A Tax of \$12.36 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.19), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
6. A Tax of \$14.63 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (2.46) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
7. A Tax of \$9.58 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts,

Attachment B

- Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to pay expenses of County nonbasic police protection (0.28), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.
8. A Tax of \$12.17 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 9. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 10. A Tax of \$14.95 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County

Attachment B

basic and nonbasic police protection (2.58); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

11. A Tax of \$15.38 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (3.01), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
12. A Tax of \$12.61 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.44), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
13. A Tax of \$19.54 per every \$1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph

Attachment B

I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (6.18), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (1.46), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87). Pursuant to O.C.G.A. 33-8-8.3, \$26,046,015.12 received from the Insurance Premium Tax in 2013 will be expended for police protection, fire protection and other services in the unincorporated areas.

Adopted this 8th day of July 2014, by the DeKalb County Board of Commissioners.

LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 8th day of July, 2014.

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:

O.V. BRANTLEY



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Traffic Engineering

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Fund
All Cities	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA	Avondale, Chamblee, Clarkston, Decatur, Doraville,	Open ended
	Lithonia, Pine Lake, and Stone Mountain w/ DeKalb Co.	Open ended

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

Resolution to Levy Taxes for the Year 2014 (see previous Street Cleaning section for attachment). Direct cost of service paid by City of Atlanta, Brookhaven, & Dunwoody. Resolution by DeKalb County with all Cities except Atlanta.

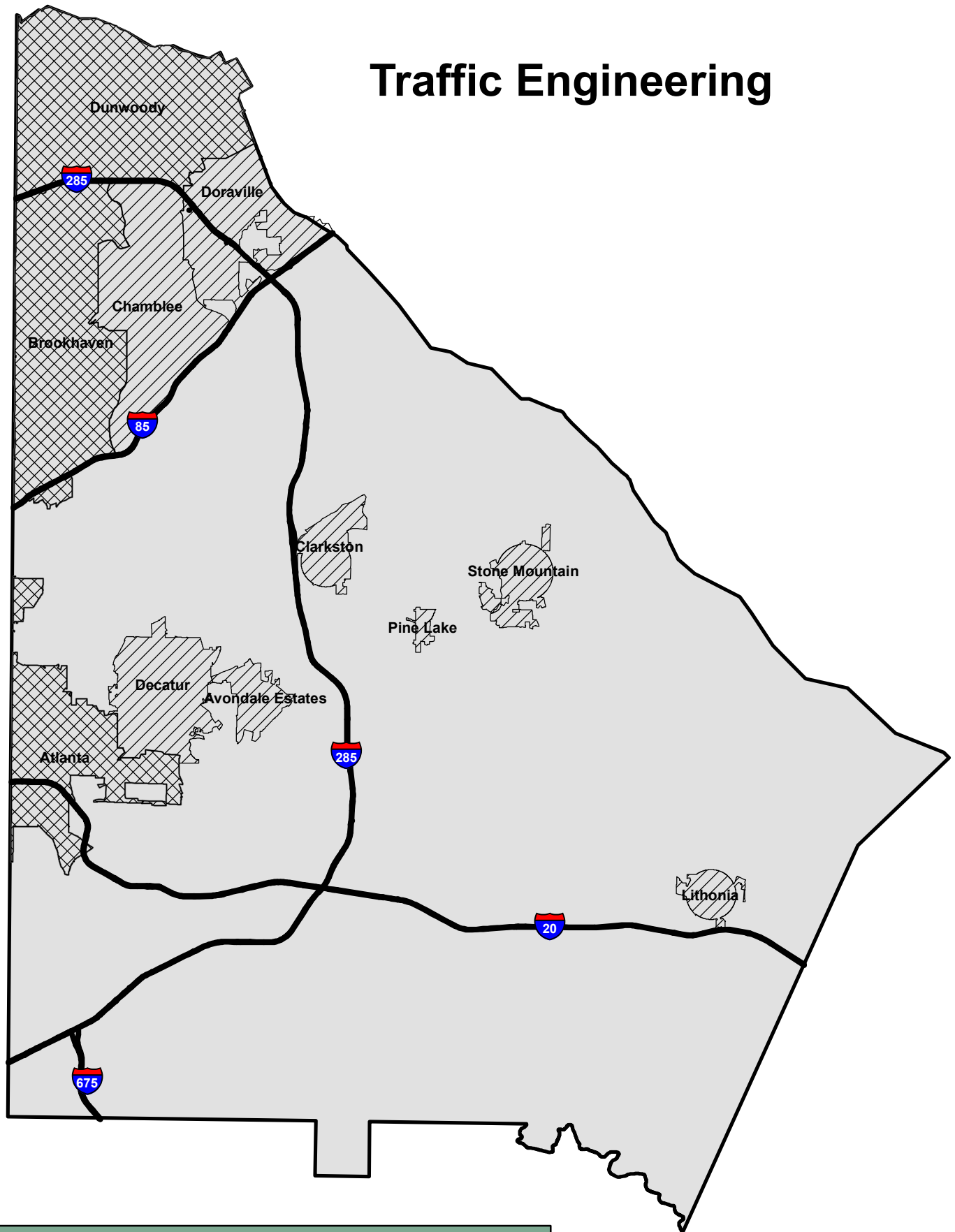
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

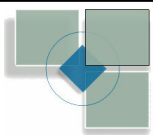
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Traffic Engineering






Department of Planning & Sustainability- Long Range Planning Section



0 1.5 3 Miles

Traffic Engineering

-  Service provided by DeKalb County under IGA
-  Municipality Responsible for Service
-  DeKalb County provides Service

TRAFFIC ENGINEERING

The County levies property taxes in the cities to provide traffic engineering. Traffic Engineering provides the maintenance for all traffic signals within DeKalb County with the exception of those within the City of Atlanta. Traffic Engineering provides the installation of all traffic signals on county routes and almost all state installations. All traffic signal requests from cities are handled in the same manner as requests from unincorporated DeKalb County. All signals are installed at warranted locations with the exception of Commerce Drive @ West Howard, in the city of Decatur. The city of Decatur has assumed all liability for the non-warranted location and is supporting the installation of a second non-warranted location.

Speed hump/cut-thru traffic service is offered to all cities. The city of Decatur has refused the service and no other city has responded to the written invitation. The city of Chamblee has installed two speed humps on Pearl Lane on their own. The County does not perform this service in Atlanta.

Regulatory signs are made for all cities at no charge. Non-regulatory signs are made for all cities at cost. Regulatory signs meeting MUTCD guidelines are installed for cities except Chamblee and Doraville. "No Parking" signs are not installed for the cities. Decatur produces their own signs.

The County performs normal striping for all cities at no charge. The County does charge for special stripes.

A copy of the County's resolution to levy taxes for 2014 is attached as Exhibit B.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Storm Water

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

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

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

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

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

☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **DeKalb County, Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain**

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Special Tax District & General Fund - Brookhaven
City of Atlanta	Enterprise Fund
All other Cities	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
See attached table , included	immediately behind the Service Areas Map	

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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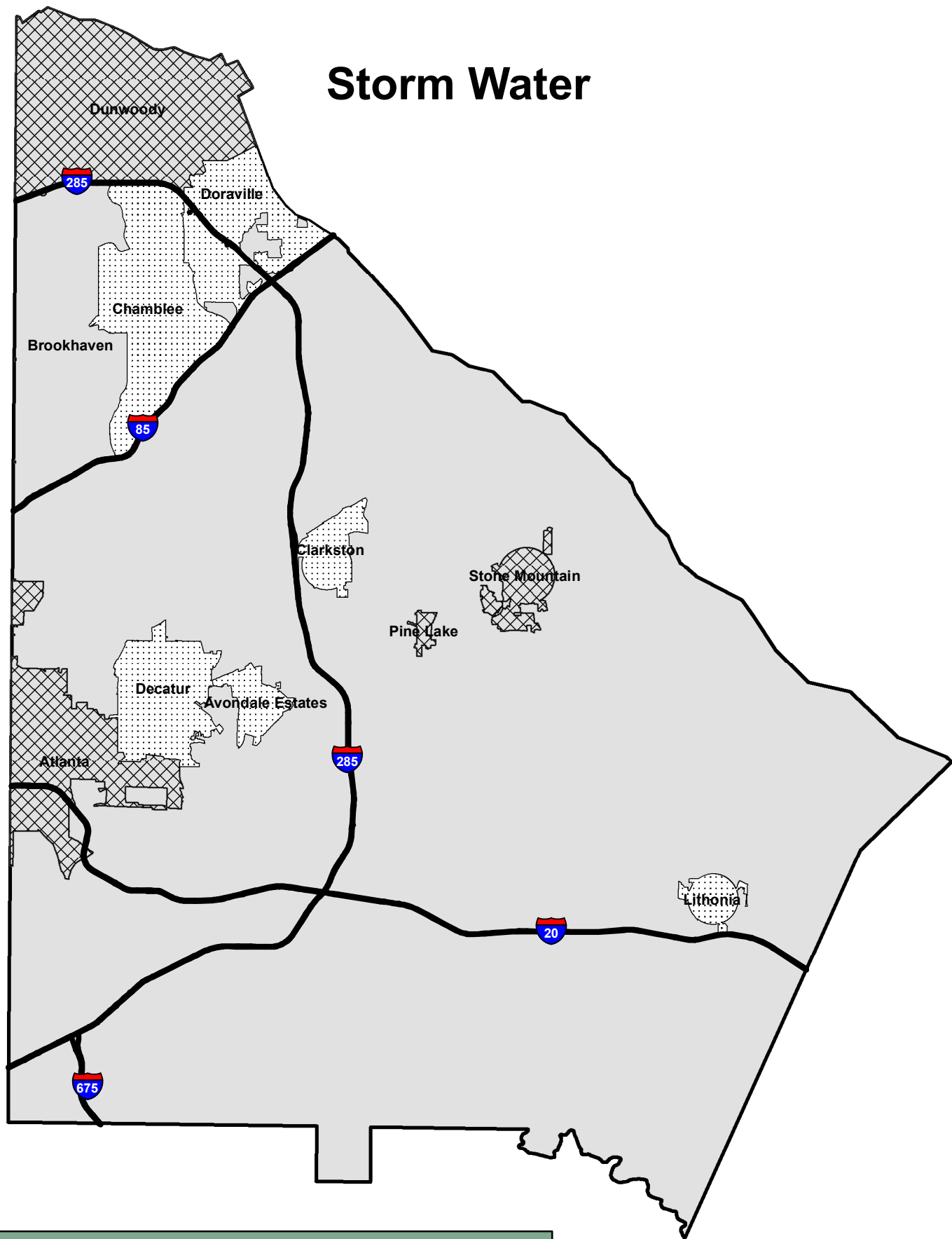
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

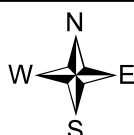
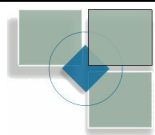
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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




Storm Water



Department of Planning & Sustainability- Long Range Planning Section



Storm Water

-  Municipality Directly Responsible for Service
-  Joint Agreement (Multiple Agreements between two or more jurisdictions)
-  DeKalb County provides service

0 1.5 3 Miles

Formal service delivery agreements for intergovernmental contracts used to implement Storm Water.
(Supplement to Question 5 of Form 2)

Agreement Name	Contracting Parties	Effective and Ending Dates
Storm Water IGA for Implementation of NPDES Permits	DeKalb County and City of Avondale Estates	5-22/2006-12/31/2054
Storm Water IGA for Implementation of NPDES Permits	DeKalb County and City of Chamblee	8/16/2005-8/16/2053
Storm Water IGA for Implementation of NPDES Permits	DeKalb County and City of Clarkston	5/17/2006-12-31/2053
Storm Water IGA for Implementation of NPDES Permits	DeKalb County and City of Decatur	6/26/2007-12/31/2054
Storm Water IGA for Implementation of NPDES Permits	DeKalb County and City of Doraville	3/21/2005-12/31/2053 9/11/2007-12/31/2054
Storm Water IGA for Implementation of NPDES Permits	DeKalb County and City of Lithonia	6/27/2006-12/31/2054 9/10/2007-12/31/2055
Storm Water IGA for Implementation of NPDES Permits	DeKalb County and City of Stone Mountain	6/14/2005-12/31/2053

**STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS**

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 22 day of May, 2006, by and between the City of Avondale Estates, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, DEKALB owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the CITY currently discharges stormwater to portions of this separate storm sewer system; and

WHEREAS, the CITY currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize DEKALB and the CITY must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the CITY has declared its intent to be a co-permittee under DEKALB's National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from DEKALB's separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, DEKALB is authorized to enter into Intergovernmental Agreements with the CITY effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** shall adopt a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** amends its stormwater management ordinance, it will forward a copy of such amendments within 30 days of enactment thereof. **CITY** will enact amendments at least as stringent as those adopted by **DEKALB** within 30 days receipt of said amendment.
- c. **CITY** designates **DEKALB** as the agent of the **CITY**, for the purposes of implementation and enforcement of **CITY**'s stormwater management ordinance against discharges located in **CITY**.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the DeKalb County Municipal Separate Storm Sewer System owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB**, on behalf of and as agent for **CITY**, will perform technical and administrative duties necessary to implement and enforce **CITY**'s sewer use ordinance and **DEKALB**'s stormwater management program. **DEKALB** will: (1) update the survey of discharges associated with industrial activity; (2) conduct inspections, sampling and analysis; (3) take all appropriate enforcement action as outlined in the ordinance; and (4) perform any other technical or administrative duties the parties to this Agreement deem appropriate, or as are required by the regulatory agencies. In addition, **DEKALB** may, as an agent for **CITY**, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, or which reasonably appears to threaten the environment.

- f. **DEKALB** will perform certain stormwater related services as shown in Attachment A, in implementing and enforcing **CITY's** stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should **DEKALB** or the **CITY** incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, **DEKALB** or the **CITY** shall notify the other party of the amount and nature of the requested reimbursement. **DEKALB** or the **CITY** shall have 120 days from the date of such notice to review, negotiate and arrange for payment of such costs.

4. **TERMINATION**

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 business days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suites or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

The **CITY** shall at its sole cost and expense fully indemnify, defend and hold harmless **DEKALB**, its officers, employees and agents, against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortuous conduct or operations of agents and employees of the **CITY**.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed by certified mail with return receipt requested to the following respective addresses:

CITY of Avondale Estates
Address:
21 N. Avondale Plaza
Avondale Estates, GA 30002

DEKALB
DeKalb County, Georgia
Attn: William Rhindhart
1300 Commerce Drive
Decatur, GA 30030

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. Any subsequent changes in the Agreement must be signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

~~CITY OF AVONDALE~~ Estates

BY: [Signature] (SEAL)

~~Mayor, City of Avondale Estates~~

ATTEST:

[Signature]
Witness

DEKALB COUNTY, GEORGIA

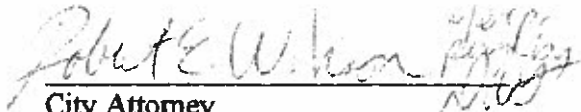
[Signature] (SEAL)

Vernon Jones
Chief Executive Officer
DeKalb County, Georgia

ATTEST:


[Signature]
Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:




City Attorney
City of Avondale Estates Georgia

APPROVED AS TO FORM



Asst. County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:



William "Ted" Rhinehart, Director
Public Works Department

STORM WATER SERVICES PERFORMED BY CITY OF AVONDALE ESTATES

DESCRIPTION OF SERVICE	CITY	COUNTY
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.	X	
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.	X	
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.	X	
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X	
6-Drainage System Maintenance: Maintain and repair recorded drainage system accepted by County Development Dept., so that the facility can function as designed.	X	
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X	
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X	
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X
11-Educational Materials: Educate DeKalb County citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X	
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X	
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X	
14-Enforcement: Program to compel compliance with County pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply. If ordinance violation is not corrected within the time limit set, penalties may be imposed by the courts.	X	
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.	X	
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X	

STORM WATER SERVICES PERFORMED BY CITY OF AVONDALE ESTATES

DESCRIPTION OF SERVICE	CITY	COUNTY
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X	
18-Construction Plan Review and Site Management: Review all aspects of construction drawings for compliance with DeKalb County Code/Ordinances.	X	
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X	
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.	X	
21-Illicit Discharge Detection and Elimination Program: A program that a regulated small municipal separate storm sewer system (MS4) is required to include in its storm water management program to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit. An operator of a regulated small MS4 is required to develop, implement and enforce a program including the following elements: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X	
22-Outfall Location: Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X	
23-Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention.	X	
24-Pond Retrofit Program: A program to change pond structure to improve water quality.	X	
25-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.	X	X
26-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X	
27-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X
28-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X	
29-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X	
30-Development and Implementation of Total Maximum Daily Load (TMDL): Calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.		X

STORM WATER SERVICES PERFORMED BY CITY OF AVONDALE ESTATES

DESCRIPTION OF SERVICE	CITY	COUNTY
31-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X
32-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X	
33-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X
34-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X
35-Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X

Department of Public Works
Office of the Director
DeKalb County, Georgia
330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761

February 4, 2008

City of Avondale Estates
Mayor Jerry McCumber
21 North Avondale Plaza
Avondale, Georgia 30002

RE: Stormwater Management Program (SWMP)
NPDES IGA Agreement

Dear Mayor McCumber:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.
Assistant Public Works Director

cc:w/enclosure
Carl Glover
Sam Brannen
Cedric Hudson

cc:
Ted Rhinehart

Department of Public Works
Office of the Director
DeKalb County, Georgia
330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761

February 4, 2008

Mr. Andrew C. Zurow, Unit Coordinator
Environmental Protection Division
Watershed Protection Branch
4200 International Parkway, Suite 101
Atlanta, GA 30354

Subject: DeKalb County – City of Avondale Estates Intergovernmental Agreement for
Implementation of NPDES Permit Requirements
Contract No. 08-800407

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Avondale Estates for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. This is the last of the IGAs that we will have with our co-permittee municipalities in the county.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.
Assistant Public Works Director

cc: Ted Rhinehart

City of Avondale Estates

STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 18 day of January, 2008, by and between the **CITY OF AVONDALE ESTATES**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Board of Mayor and Commissioners (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2032, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. **TERMINATION**

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

7. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. NOTICE

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Avondale Estates
Attn: City Manager
21 North Avondale Plaza
Avondale Estates, Georgia 30002

and

City of Avondale Estates
Code Enforcement Official
21 North Avondale Plaza
Avondale Estates, Georgia 30002

DEKALB

DeKalb County, Georgia
Attn: Director of Finance
1300 Commerce Drive
Decatur, Georgia 30030

and

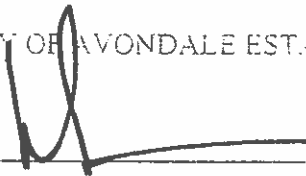
Director of Public Works
DeKalb County, Georgia
330 W. Ponce de Leon Ave.
Decatur, Georgia 30030

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Stormwater Intergovernmental Agreement for Implementation of NPDES Permit Requirements" entered into between **DEKALB** and the **CITY** on or about May 22, 2006. **DEKALB** and the **CITY** agree that said 2006 agreement has been terminated as of the effective date of this Agreement.

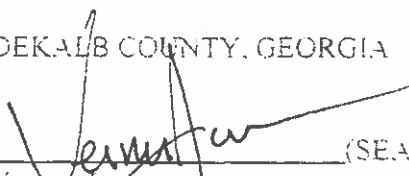
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

CITY OF AVONDALE ESTATES, GEORGIA

 (SEAL)


Mayor

DEKALB COUNTY, GEORGIA

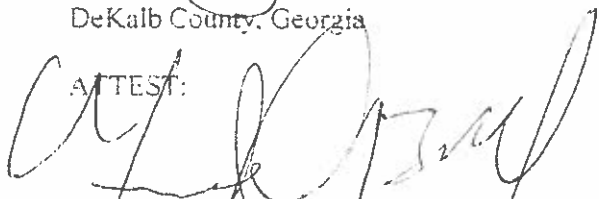
 (SEAL)

Vernon Jones
Chief Executive Officer
DeKalb County, Georgia


ATTEST:


Witness

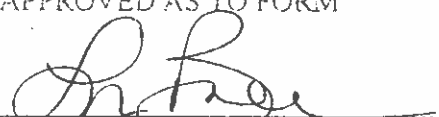
ATTEST:


Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:


City Attorney
City of Avondale Estates, Georgia

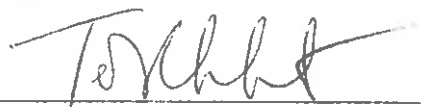
APPROVED AS TO FORM


ASS^{OC} County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Print _____
City of Avondale Estates

APPROVED AS TO SUBSTANCE:


William "Ted" Rhinehart, Director
Public Works Department
DeKalb County, Georgia

DeKalb County
Contract No. 08-800407

CITY OF AVONDALE ESTATES - ATTACHMENT A

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X	
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.	X		
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.	X		
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.	X		
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X		
6-Drainage System Maintenance: Maintain and repair the municipal separate storm sewer system within the City limits.	X		
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X		
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X		
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X	
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X	
11-Educational Materials: Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X		
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X		
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X		
14-Enforcement: Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.	X		
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X	
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X		

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X		
18-Construction Site Plan Review, Permitting and Construction Site Management: Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes	X		
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X		
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.			X
21-Illicit Discharge Detection and Elimination Program: In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.			
21-A - Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X		
21B - Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.		X	
21C - IDDEP Enforcement: Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.	X		
22-Pond Retrofit Program: A program to change pond structure to improve water quality.		X	
23-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X	
24-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X		
25-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X	
26-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X		
27-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X		
28-Development and Implementation of TMDL Improvement Plan: Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.		X	

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE	CITY	COUNTY	N/A
29-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X	
30-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X		
31-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X	
32-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X	

DeKalb County
Contract No. 05-800010

INTERGOVERNMENTAL AGREEMENT

DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the city of **CHAMBLEE**, Georgia, a municipality in the State of Georgia, whose address is 5468 Peachtree Road, Chamblee, Georgia, 30341, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 16th day of August, 2005

WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein;

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

WHEREAS, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

WHEREAS, the federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. 1251 *et seq.*), and rules promulgated by the United States Environmental Protection Agency pursuant to that Act, emphasizes the role of local governments in developing,

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implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff;

WHEREAS, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

WHEREAS, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities;

WHEREAS, the provision of stormwater management services and facilities in the City promotes an essential regulatory purpose by controlling where stormwater runoff flows and how it is disposed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff;

WHEREAS, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

WHEREAS, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

WHEREAS, the City desires to have the County perform and provide certain stormwater services and facilities as more particularly described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

1. Term

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2053, unless otherwise terminated as set forth herein.

2. Description of Services and Responsibilities of Each Party

- (A) The County agrees to perform the following services for and on behalf of the City:
- (1) Receive and record requests for stormwater maintenance and repair and requests for stormwater capacity improvements as made or submitted by the City or its residents;
 - (2) Maintain and repair existing public stormwater systems and facilities located in or servicing the City as deemed necessary by the County in its sole discretion and in accordance with the County's schedule for such maintenance and repairs, and such schedule shall be provided by the County to the City on or before March 31 of each calendar year;
 - (3) Construct stormwater capacity improvements that, in the County's sole discretion, are reasonably necessary to manage and control stormwater runoff in accordance with best management practices (BMPs) as outlined in the Georgia Stormwater Management Manual and Manual for Erosion and Sedimentation Control in Georgia, as amended. The County shall consider the City's requests for capacity improvements as provided for herein but, in its sole discretion may accept or reject such requests and may determine that a capacity improvement request be given a higher or lower priority than requested by the City;
 - (4) Sample and monitor water quality in order to comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, including dry weather screening for illicit connections, fecal coliform monitoring and water quality trend monitoring. The County will provide the City a copy of the County's monitoring and sampling results on a yearly basis within thirty (30) days of the conclusion of each monitoring year;

- (5) Upon request by the City, inspect private stormwater facilities to ascertain whether such facilities are functioning as designed;
- (6) Maintain an annual accounting of all stormwater fee revenues received from the City and deliver such accounting of the previous year's receipts to the City on or before March 31 of each calendar year;
- (7) Maintain an annual accounting of all expenditures made on stormwater services or facilities located in or servicing the City, including any accounting or audit costs and deliver such accounting of the previous year's expenditures to the City on or before March 31 of each calendar year;
- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.

(B) The City agrees to perform the following:

- (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
- (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
- (3) The City shall submit on or before January 31 of each calendar year a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement, along with a good faith estimate of revenues anticipated from the City's stormwater utility fee;
- (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City;
- (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;
- (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit

bc

costs, and shall deliver such accounting of the previous year's expenditures to the County on or before June 30 of each calendar year for the previous year's expenditures;

- (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs.
- (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein;
- (D) In no event shall the County be obligated to undertake or expend monies on the above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

3. Payments and Use of Funds

The City shall annually transfer to the County, on or before March 31 of each calendar year, the stormwater utility fees it has collected or received from the previous calendar year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the previous calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility during the previous calendar year.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.

4. Indemnification and Defense of Claims

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees or agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

5. Notice

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia
ATTN: Chief Executive Officer
1300 Commerce Drive
Decatur, Georgia 30030

and

DeKalb County Law Department
ATTN: County Attorney
1300 Commerce Drive
5th Floor
Decatur, GA 30030

To City:

City of Chamblee
ATTN: City Manager
5468 Peachtree Road
Chamblee, Georgia 30341

and

City of Chamblee Law Department
ATTN: City Attorney
Suite 220, Park Central
2970 Clairmont Road
Atlanta, GA 30329

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

6. Termination

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

7. No Third Party Beneficiaries

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

9. Venue

This agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

10. Successors and Assigns

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.

12. Severability


In the event any section of this agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.

BC


DeKalb County
Contract No. 05-800010

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

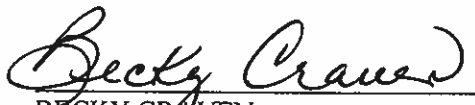
CHAMBLEE, GEORGIA

By:  (SEAL)
EVELYN DANE KENNEDY
Mayor
Chamblee, Georgia

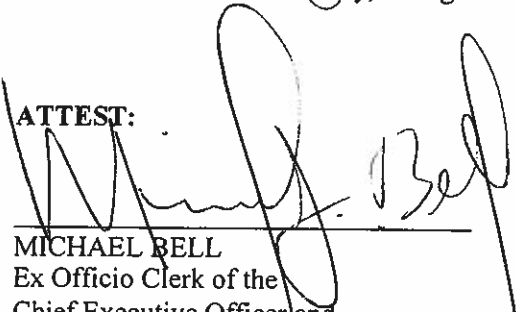
DEKALB COUNTY, GEORGIA

By:  (SEAL)
VERNON JONES
Chief Executive Officer
DeKalb County, Georgia


ATTEST:


BECKY CRAVEN
Clerk, City of Chamblee

ATTEST:


MICHAEL BELL
Ex Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:


JOEL C. FOWLER
City Attorney
Chamblee, Georgia

APPROVED AS TO FORM:

Viriane H. Ernest BY SLB
VIVIANE H. ERNSTES
Acting County Attorney
DeKalb County, Georgia

bc

STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the ____ day of _____, 2006, by and between the City of Chamblee, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** currently discharges stormwater to portions of this separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB's** National and Pollutant Discharge Elimination System hereinafter referred to as ("NPDES") permit for stormwater discharges from **DEKALB's** separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** shall adopt a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** amends its stormwater management ordinance, it will forward a copy of such amendments within 30 days of enactment thereof. **CITY** will enact amendments at least as stringent as those adopted by **DEKALB** within 30 days receipt of said amendment.
- c. **CITY** designates **DEKALB** as the agent of the **CITY**, for the purposes of implementation and enforcement of **CITY**'s stormwater management ordinance against discharges located in **CITY**.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the DeKalb County Municipal Separate Storm Sewer System owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB**, on behalf of and as agent for **CITY**, will perform technical and administrative duties necessary to implement and enforce **CITY**'s sewer use ordinance and **DEKALB**'s stormwater management program. **DEKALB** will: (1) update the survey of discharges associated with industrial activity; (2) conduct inspections, sampling and analysis; (3) take all appropriate enforcement action as outlined in the ordinance; and (4) perform any other technical or administrative duties the parties to this Agreement deem appropriate, or as are required by the regulatory agencies. In addition, **DEKALB** may, as an agent for **CITY**, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, or which reasonably appears to threaten the environment.

- f. **DEKALB** will perform certain stormwater related services as shown in Attachment A, in implementing and enforcing **CITY's** stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should **DEKALB** or the **CITY** incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, **DEKALB** or the **CITY** shall notify the other party of the amount and nature of the requested reimbursement. **DEKALB** or the **CITY** shall have 120 days from the date of such notice to review, negotiate and arrange for payment of such costs.

4. **TERMINATION**

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 business days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suites or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

The **CITY** shall at its sole cost and expense fully indemnify, defend and hold harmless **DEKALB**, its officers, employees and agents, against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortuous conduct or operations of agents and employees of the **CITY**.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

DeKalb County
Contract No. 06-800113

City of Chamblee

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed by certified mail with return receipt requested to the following respective addresses:




CITY of Chamblee
Address:
5468 Peachtree Rd.
Chamblee, GA 30341


DEKALB
DeKalb County, Georgia
Attn: **Public Works Director**
1300 Commerce Drive
Decatur, GA 30030

9. **ENTIRE AGREEMENT**

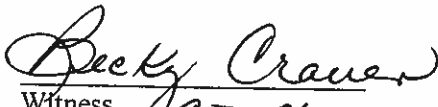
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. Any subsequent changes in the Agreement must be signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

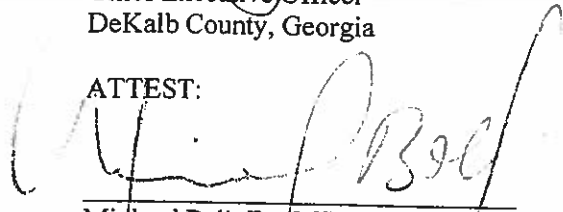


Eric Clarkson (SEAL)
 lee

DEKALB COUNTY, GEORGIA

Vernon Jones (SEAL)
Chief Executive Officer
DeKalb County, Georgia

ATTEST:



Witness City Clerk
5.23 - 2006

ATTEST:


Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia


City of Chamblee

APPROVED AS TO FORM:




City Attorney
City of Chamblee, Georgia

APPROVED AS TO FORM



Asst. County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:



William "Ted" Rhinehart, Director
Public Works Department

STORM WATER SERVICES PERFORMED BY CITY OF CHAMBLEE

DESCRIPTION OF SERVICE	CITY	COUNTY
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X	
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.	X	
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.	X	
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X	
6-Drainage System Maintenance: Maintain and repair recorded drainage system accepted by County Development Dept., so that the facility can function as designed.		X
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X	
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.	X	
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X
11-Educational Materials: Educate DeKalb County citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X	
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X	
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X	
14-Enforcement: Program to compel compliance with County pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply. If ordinance violation is not corrected within the time limit set, penalties may be imposed by the courts.	X	
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X	

STORM WATER SERVICES PERFORMED BY CITY OF CHAMBLEE

DESCRIPTION OF SERVICE	CITY	COUNTY
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X	
18-Construction Plan Review and Site Management: Review all aspects of construction drawings for compliance with DeKalb County Code/Ordinances.	X	
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X	
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.	X	
21-Illicit Discharge Detection and Elimination Program: A program that a regulated small municipal separate storm sewer system (MS4) is required to include in its storm water management program to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit. An operator of a regulated small MS4 is required to develop, implement and enforce a program including the following elements: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X	
22-Outfall Location: Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X	
23-Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention.	X	
24-Pond Retrofit Program: A program to change pond structure to improve water quality.		X
25-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X
26-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X	
27-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X
28-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X	
29-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X	
30-Development and Implementation of Total Maximum Daily Load (TMDL): Calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.		X

ATTACHMENT A

STORM WATER SERVICES PERFORMED BY CITY OF CHAMBLEE

DESCRIPTION OF SERVICE	CITY	COUNTY
31-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X
32-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X	
33-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X
34-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X
35-Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X

**Department of Public Works
Office of the Director
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761**

June 25, 2007

Mr. Eric Clarkson, Mayor
City of Chamblee
5468 Peachtree Road
Chamblee, GA 30341

Subject: City of Chamblee Intergovernmental Agreement
For Implementation of NPDES Permit Requirements
DeKalb County Contract No. 07-800306

Dear Mayor:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.
Assistant Public Works Director

DRH/drh

cc: w/enclosure
Carl Glover
Sam Brannen
Cedric Hudson

cc:
Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 12 day of June, 2007, by and between the **CITY OF Chamblee**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. **TERMINATION**

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

7. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. NOTICE

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Chamblee
Attn: Mayor

Chamblee, Georgia 30341

and

Director of Public Works
City of Chamblee

Chamblee, Georgia 30341

DEKALB

DeKalb County, Georgia
Attn: Director of Finance
1300 Commerce Drive
Decatur, Georgia 30030

and

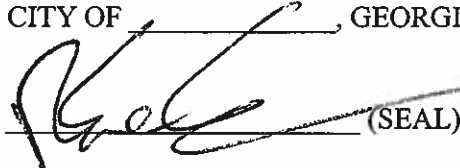
Director of Public Works
DeKalb County, Georgia
330 W. Ponce de Leon Ave.
Decatur, Georgia 30030

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Chamblee" entered into between **DEKALB** and the **CITY** on or about Sept. 16, 1997. **DEKALB** and the **CITY** agree that such 1997 agreement has been terminated as of the effective date of this Agreement.

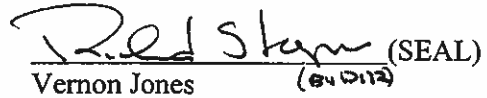
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

CITY OF _____, GEORGIA

 (SEAL)

Mayor

DEKALB COUNTY, GEORGIA

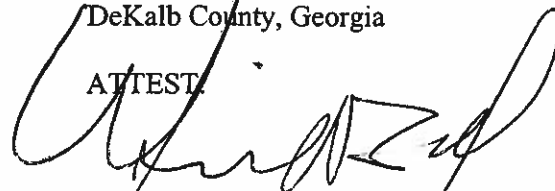
 (SEAL)

Vernon Jones
Chief Executive Officer
DeKalb County, Georgia

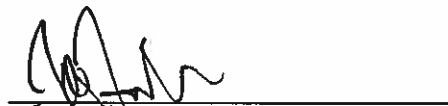
ATTEST:


Witness


ATTEST:


Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

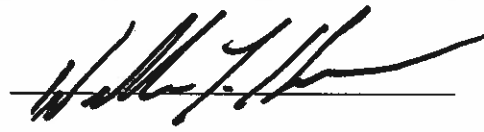
APPROVED AS TO FORM:


City Attorney
City of Chamblee, Georgia


APPROVED AS TO FORM


County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:


Public Works Department
City of Chamblee

APPROVED AS TO SUBSTANCE:


William "Ted" Rhinehart, Director
Public Works Department
DeKalb County, Georgia

CITY OF CHAMBLEE - ATTACHMENT A

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X		
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.		X		
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.		X		
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.			X	
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).		X		
6-Drainage System Maintenance: Maintain and repair the municipal separate storm sewer system within the City limits.		X		
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.		X		
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.		X		
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.			X	
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.			X	
11-Educational Materials: Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.		X		
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.		X		
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.		X		
14-Enforcement: Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.		X		
15-Impaired Stream 303(d) List: A list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.			X	
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.		X		
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.		X		

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STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
18-Construction Site Plan Review, Permitting and Construction Site Management: Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes		X		
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.		X		
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.		X		
21- Illicit Discharge Detection and Elimination Program: In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.				
21-A - Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.		X		
21B - Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.			X	
21C - IDDEP Enforcement: Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.		X		
22-Pond Retrofit Program: A program to change pond structure to improve water quality.			X	
23-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.			X	
24-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.		X		
25-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.			X	
26-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.		X		
27-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.		X		
28-Development and Implementation of TMDL Improvement Plan: Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.			X	
29-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.			X	

PC

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
30-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.		X		
31-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.			X	
32-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.			X	

18

INTERGOVERNMENTAL AGREEMENT

DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the **CITY OF CLARKSTON**, Georgia, a municipality in the State of Georgia, whose address is 3921 Church Street, Clarkston, Georgia, 30021, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 17th day of May, 2006.

WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein;

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

WHEREAS, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

WHEREAS, the federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 U.S.C. 1251 *et seq.*), and rules promulgated by the United States Environmental Protection Agency pursuant to that Act, emphasizes the rule of local governments in developing,

implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff;

WHEREAS, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

WHEREAS, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities;

WHEREAS, the provision of stormwater management services and facilities in the City promotes an essential regulatory purpose by controlling where stormwater runoff flows and how it is disposed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff;

WHEREAS, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

WHEREAS, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

WHEREAS, the City desires to have the County perform and provide certain stormwater services and facilities as more particularly described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

1. Term

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2053, unless otherwise terminated as set forth herein.

2. Description of Services and Responsibilities of Each Party

- (A) The County agrees to perform the following services for and on behalf of the City:
- (1) Receive and record requests for stormwater maintenance and repair and requests for stormwater capacity improvements as made or submitted by the City or its residents;
 - (2) Maintain and repair existing public stormwater systems and facilities located in or servicing the City as deemed necessary by the County in its sole discretion and in accordance with the County's schedule for such maintenance and repairs, and such schedule shall be provided by the County to the City on or before March 31 of each calendar year;
 - (3) Construct stormwater capacity improvements that, in the County's sole discretion, are reasonably necessary to manage and control stormwater runoff in accordance with best management practices (BMPs) as outlined in the Georgia Stormwater Management Manual and Manual for Erosion and Sedimentation Control in Georgia, as amended. The County shall consider the City's requests for capacity improvements as provided for herein but, in its sole discretion may accept or reject such requests and may determine that a capacity improvement request be given a higher or lower priority than requested by the City;
 - (4) Sample and monitor water quality in order to comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, including dry weather screening for illicit connections, fecal coliform monitoring and water quality trend monitoring. The County will provide the City a copy of the County's monitoring and

sampling results on a yearly basis within thirty (30) days of the conclusion of each monitoring year;

- (5) Upon request by the City, inspect private stormwater facilities to ascertain whether such facilities are functioning as designed;
- (6) Maintain an annual accounting of all stormwater fee revenues received from the City and deliver such accounting of the previous year's receipts to the City on or before March 31 of each calendar year;
- (7) Maintain an annual accounting of all expenditures made on stormwater services or facilities located in or servicing the City, including any accounting or audit costs and deliver such accounting of the previous year's expenditures to the City on or before March 31 of each calendar year;
- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.

(B) The City agrees to perform the following:

- (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
- (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
- (3) The City shall submit on or before January 31 of each calendar year a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement, along with a good faith estimate of revenues anticipated from the City's stormwater utility fee;
- (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City;
- (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;

- (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit costs, and shall deliver such accounting of the previous year's expenditures to the County on or before June 30 of each calendar year for the previous year's expenditures;
 - (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs.
 - (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein;
- (D) In no event shall the County be obligated to undertake or expend monies on the above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

3. Payments and Use of Funds

The City shall annually transfer to the County, on or before March 31 of each calendar year, the stormwater utility fees it has collected or received from the previous calendar year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the previous calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility during the previous calendar year.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.

4. Indemnification and Defense of Claims

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees or agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

5. Notice

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia
ATTN: Chief Executive Officer
1300 Commerce Drive
Decatur, Georgia 30030

and

DeKalb County Law Department
ATTN: County Attorney
1300 Commerce Drive
5th Floor
Decatur, GA 30030

To City:

City of Clarkston
ATTN: Mayor
3921 Church Street
Clarkston, Georgia 30021

and

Frank J. Rhodes, Jr.
City Attorney for Clarkston
150 East Ponce de Leon Ave
Suite 300
Decatur, Georgia 30030

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

6. Termination

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

7. No Third Party Beneficiaries

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

9. Venue

This agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

10. Successors and Assigns

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

11. Entire Agreement

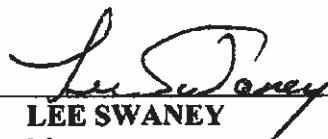
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.

12. Severability

In the event any section of this agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

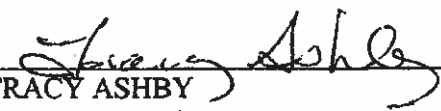
CITY OF CLARKSTON, GEORGIA

By:  (SEAL)
LEE SWANEY
Mayor
City of Clarkston, Georgia

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTEST:


TRACY ASHBY
Clerk, City of Clarkston


ATTEST:

MICHAEL BELL
Ex Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:


City Attorney
Clarkston, Georgia

APPROVED AS TO FORM:


Asst. County Attorney
DeKalb County, Georgia

**Department of Public Works
Office of the Director
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761**

September 14, 2007

City of Clarkston
Mayor Lee Swaney
3921 Church Street
Clarkston, Georgia 30021

RE: Stormwater Management Program (SWMP)
NPDES IGA Agreements

Dear Mayor Swaney:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.
Assistant Public Works Director

cc:w/enclosure
Carl Glover
Sam Brannen
Cedric Hudson

cc:
Ted Rhinehart

**Department of Public Works
Office of the Director
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761**

September 14, 2007

Mr. Andrew C. Zurow, Unit Coordinator
Environmental Protection Division
Watershed Protection Branch
4200 International Parkway, Suite 101
Atlanta, GA 30354

Subject: DeKalb County -- City of Clarkston Intergovernmental Agreement for
Implementation of NPDES Permit Requirements
Contract No. 07-800350

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Clarkston for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. I will continue to forward similar IGAs to you as the County completes the process of executing agreements with our co-permittee cities.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.

Assistant Public Works Director

cc: Ted Rhinehart

**STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS**

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 11 day of September, 2006,⁷ by and between the **CITY OF CLARKSTON**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. **TERMINATION**

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

7. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. NOTICE

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Clarkston
Attn: Mayor
3921 Church Street
Clarkston, Georgia 30021

and

Director of Public Works
City of Clarkston
3921 Church Street
Clarkston, Georgia 30021

DEKALB

DeKalb County, Georgia
Attn: Director of Finance
1300 Commerce Drive
Decatur, Georgia 30030

and

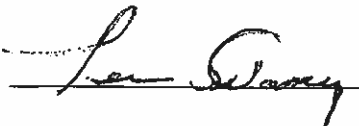
Director of Public Works
DeKalb County, Georgia
330 W. Ponce de Leon Ave.
Decatur, Georgia 30030

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Clarkston" entered into between **DEKALB** and the **CITY** on or about October 7, 1997. **DEKALB** and the **CITY** agree that such 1997 agreement has been terminated as of the effective date of this Agreement.

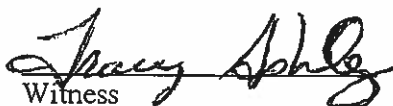
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

CITY OF Clarkston GEORGIA

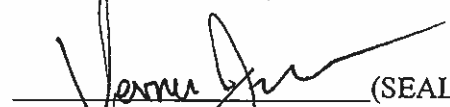
 (SEAL)

Mayor

ATTEST:



Witness

DEKALB COUNTY, GEORGIA

 (SEAL)

Vernon Jones
Chief Executive Officer
DeKalb County, Georgia

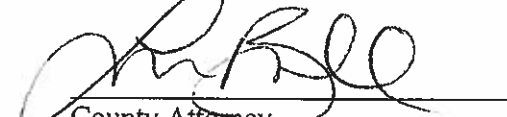
ATTEST:


Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

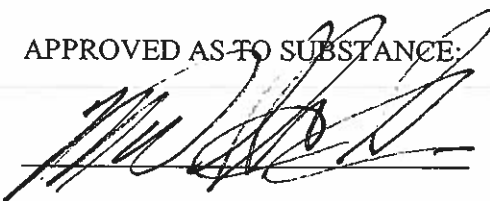
APPROVED AS TO FORM:


City Attorney
City of Clarkston Georgia

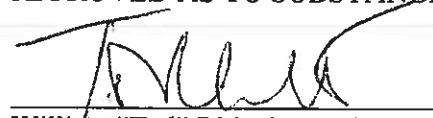
APPROVED AS TO FORM


County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:


Public Works Department
City of Clarkston

APPROVED AS TO SUBSTANCE:


William "Ted" Rhinehart, Director
Public Works Department
DeKalb County, Georgia

CITY OF CLARKSTON - ATTACHMENT A

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.			X	
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.		X		
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.		X		
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X		
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).		X		
6-Drainage System Maintenance: Maintain and repair the municipal separate storm sewer system within the City limits.		X		
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.		X		
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.		X		
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.			X	
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.			X	
11-Educational Materials: Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.		X		
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.		X		
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.		X		
14-Enforcement: Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.		X		
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.			X	
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.			X	
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.		X		

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
18-Construction Site Plan Review, Permitting and Construction Site Management: Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes		X		
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.		X		
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.				X
21- Illicit Discharge Detection and Elimination Program: In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.				
21-A - Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.		X		
21B - Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.		X		
21C - IDDEP Enforcement: Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.		X		
22-Pond Retrofit Program: A program to change pond structure to improve water quality.		X		
23-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.			X	
24-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.		X		
25-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.			X	
26-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.		X		
27-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.		X		
28-Development and Implementation of TMDL Improvement Plan: Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.			X	
29-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.			X	

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
30-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.		X		
31-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.			X	
32-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.			X	
33-Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.			X	

**Department of Public Works
Office of the Director
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761**

July 16, 2007

Mr. Hugh Saxon
City of Decatur
233 East Trinity Place
Decatur, Georgia 30030

Subject: City of Decatur Intergovernmental Agreement
For Implementation of NPDES Permit Requirements
DeKalb County Contract No. 07-800313

Dear Hugh:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.
Assistant Public Works Director

DRH/drh

cc: w/enclosure
Carl Glover
Sam Brannen
Cedric Hudson

cc:
Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 26 day of June, 2006,⁷ by and between the **CITY OF Decatur**, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be

made for such cost and arrange for payment of such agreed upon cost.

4. TERMINATION

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. VENUE AND CHOICE OF LAWS

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. INDEMNIFICATION

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

7. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. NOTICE

For the purposes of this Agreement, any notices required to be sent to the parties

hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

DEKALB

City of Decatur
Attn: Mayor

DeKalb County, Georgia
Attn: Director of Finance
1300 Commerce Drive
Decatur, Georgia 30030

Decatur, GA 30030

and

and

Director of Public Works
City of Decatur

Director of Public Works
DeKalb County, Georgia
330 W. Ponce de Leon Ave.
Decatur, Georgia 30030

Decatur, GA 30030

9. **ENTIRE AGREEMENT**

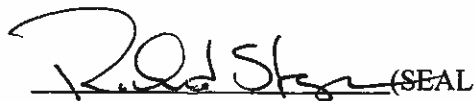
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Chamblee" entered into between **DEKALB** and the **CITY** on or about August 21, 1999. **DEKALB** and the **CITY** agree that such 1999 agreement has been terminated as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

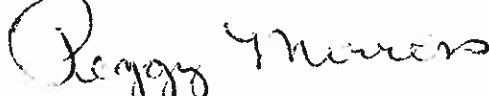
CITY OF DECATUR, GEORGIA

DEKALB COUNTY, GEORGIA

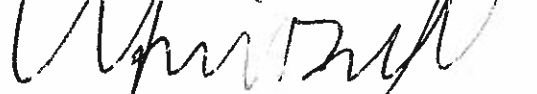

(SEAL)
Mayor


(SEAL)
Vernon Jones
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

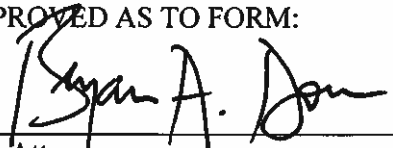

Witness

ATTEST:


Michael Bell, Ex-Officio Clerk

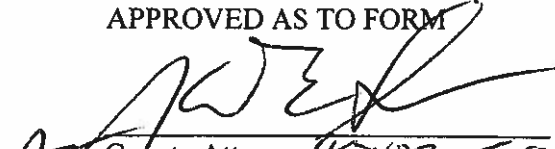
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:



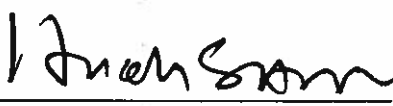
City Attorney
City of Decatur, Georgia

APPROVED AS TO FORM



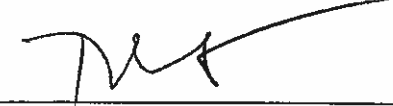
Ass. County Attorney (KENNEDY & FORT)
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:



Public Works Department
City of Decatur

APPROVED AS TO SUBSTANCE:



William "Ted" Rhinehart, Director
Public Works Department
DeKalb County, Georgia

CITY OF DECATUR - APPENDIX A

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X		
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.		X		
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.		X		
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X		
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).		X		
6-Drainage System Maintenance: Maintain and repair the municipal separate storm sewer system within the City limits.		X		
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.		X		
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.		X		
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.			X	
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.			X	
11-Educational Materials: Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.		X		
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.		X		
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.		X		
14-Enforcement: Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.		X		
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X		
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.		X		
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.		X		

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
18-Construction Site Plan Review, Permitting and Construction Site Management: Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes		X		
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.		X		
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.		X		
21- Illicit Discharge Detection and Elimination Program: In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.		X		
21-A - Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.		X		
21B - Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.		X		
21C - IDDEP Enforcement: Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.		X		
22-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.			X	
23-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.		X		
24-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.			X	
25-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.		X		
26-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.		X		
27-Development and Implementation of TMDL Improvement Plan: Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.		X		
28-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.			X	
29-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.		X		

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
30-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.			X	
31-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.			X	
32-Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.			X	

INTERGOVERNMENTAL AGREEMENT

DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the **CITY OF DORAVILLE**, Georgia, a municipality in the State of Georgia, whose address is 3725 Park Avenue, Doraville, Georgia 30340, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 21 day of March, 2005.

WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein;

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

WHEREAS, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

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

WHEREAS, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

WHEREAS, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the

existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities;

WHEREAS, the provision of stormwater management services and facilities in the City promotes an essential regulatory purpose by controlling where stormwater runoff flows and how it is disposed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff;

WHEREAS, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

WHEREAS, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

WHEREAS, the City desires to have the County perform and provide certain stormwater services and facilities as more particularly described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

1. Term

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2053, unless otherwise terminated as set forth herein.

2. Description of Services and Responsibilities of Each Party

(A) The County agrees to perform the following services for and on behalf of the City:

- (1) Receive and record requests for stormwater maintenance and repair and requests for stormwater capacity improvements as made or submitted by the City or its residents;
- (2) Maintain and repair existing public stormwater systems and facilities located in or servicing the City as deemed necessary by the County in its sole discretion and in accordance with the County's schedule for such maintenance and repairs, and such schedule shall be provided by the County to the City on or before March 31 of each calendar year;

- (3) Construct stormwater capacity improvements that, in the County's sole discretion, are reasonably necessary to manage and control stormwater runoff in accordance with best management practices (BMPs) as outlined in the Georgia Stormwater Management Manual and Manual for Erosion and Sedimentation Control in Georgia, as amended. The County shall consider the City's requests for capacity improvements as provided for herein but, in its sole discretion may accept or reject such requests and may determine that a capacity improvement request be given a higher or lower priority than requested by the City;
- (4) Sample and monitor water quality in order to comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, including conducting an illicit discharge detection program;
- (5) Upon request by the City, inspect private stormwater facilities to ascertain whether such facilities are functioning as designed;
- (6) Maintain an annual accounting of all stormwater fee revenues received from the City and deliver such accounting of the previous year's receipts to the City on or before March 31 of each calendar year;
- (7) Maintain an annual accounting of all expenditures made on stormwater services or facilities located in or servicing the City, including any accounting or audit costs and deliver such accounting of the previous year's expenditures to the City on or before March 31 of each calendar year;
- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.

(B) The City agrees to perform the following:

- (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
- (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
- (3) The City shall submit on or before January 31 of each calendar year a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement;

- (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City. At the present time the City intends to arrange with the County Tax Commissioner to perform billing and collection services for the City;
 - (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;
 - (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit costs, and shall deliver such accounting of the previous year's expenditures to the County on or before March 31 of each calendar year;
 - (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs.
 - (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein;
- (D) In no event shall the County be obligated to undertake or expend monies on the above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

3. Payments and Use of Funds

The City shall annually transfer to the County, on or before March 31 of each calendar year, the stormwater utility fees it has collected or received from the previous calendar year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the previous calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility during the previous calendar year.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater

fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.

4. Indemnification and Defense of Claims

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees or agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

5. Notice

All notices and written requests required herein shall be sent via U.S. Mail as follows:

To County:

DeKalb County, Georgia
ATTN: Chief Executive Officer
1300 Commerce Drive
Decatur, Georgia 30030

and

DeKalb County Law Department
ATTN: County Attorney
1300 Commerce Drive
5th Floor
Decatur, GA 30030

To City:

City of Doraville
ATTN: Mayor
3725 Park Avenue
Doraville, Georgia 30340

and

City of Doraville Law Department
ATTN: Rick Powell, City Attorney
3295 River Exchange Drive
Suite 170
Norcross, GA 30092

All notices sent to the above addresses shall be binding unless said address is changed in writing to the other party.

6. Termination

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party

with at least thirty (30) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

7. No Third Party Beneficiaries

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

9. Venue

This agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

10. Successors and Assigns

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.

12. Severability

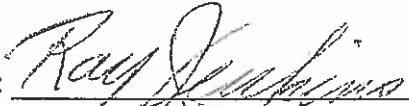
In the event any section of this agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this agreement.

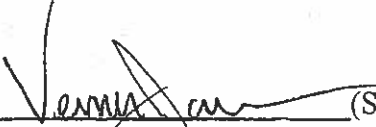
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.


CITY OF DORAVILLE, GEORGIA

DEKALB COUNTY, GEORGIA

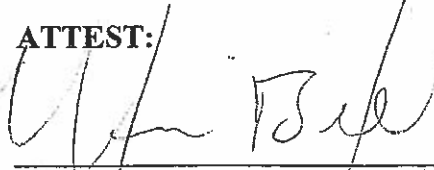
By:  (SEAL)
RAY JENKINS
Mayor
Doraville, Georgia

By:  (SEAL)
VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

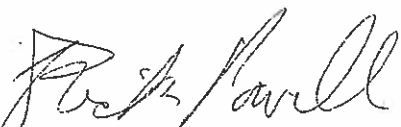
ATTEST:


BETTY CLOER
City Clerk


ATTEST:


MICHAEL BELL
Ex Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:


HUGH R. POWELL, JR.
City Attorney
Doraville, Georgia

APPROVED AS TO FORM:


Asst. County Attorney
DeKalb County, Georgia

Department of Public Works
Office of the Director
DeKalb County, Georgia
330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761

September 14, 2007

City of Doraville
Mr. Ron Buice
3725 Park Avenue
Doraville, Georgia 30340

RE: Stormwater Management Program (SWMP)
NPDES IGA Agreement

Dear Mr. Buice:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.
Assistant Public Works Director

cc:w/enclosure
Carl Glover
Sam Brannen
Cedric Hudson

cc:
Ted Rhinehart

Department of Public Works
Office of the Director
DeKalb County, Georgia
330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761

September 14, 2007

Mr. Andrew C. Zurow, Unit Coordinator
Environmental Protection Division
Watershed Protection Branch
4200 International Parkway, Suite 101
Atlanta, GA 30354

Subject: DeKalb County – City of Doraville Intergovernmental Agreement for
Implementation of NPDES Permit Requirements
Contract No. 07-800349

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Doraville for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. I will continue to forward similar IGAs to you as the County completes the process of executing agreements with our co-permittee cities.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.

Assistant Public Works Director

cc: Ted Rhinehart

STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 11 day of September, 2007, by and between the **CITY OF DORAVILLE**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. TERM

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. DESCRIPTION OF SERVICES AND RESPONSIBILITIES

- a. **CITY** has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the **CITY** does not enact amendments at least as stringent as those adopted by **DEKALB** within 30 days of **DEKALB**'s enactment, this Agreement will terminate.
- c. The **CITY** will enforce the **CITY**'s storm water management ordinance with respect to discharges occurring within the corporate boundaries of the **CITY**, up to and including prosecution of violations in the **CITY**'s municipal court.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB** will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing **CITY**'s stormwater management ordinance on behalf of **CITY**.

3. PAYMENT AND REIMBURSEMENT OF COSTS

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. TERMINATION

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. VENUE AND CHOICE OF LAWS

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. INDEMNIFICATION

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **DEKALB** engaged in services rendered pursuant to this Agreement.

7. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. NOTICE

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Doraville
Attn: Mayor
3725 Park Avenue
Doraville, Georgia 30340

and

Director of Public Works
City of Doraville
3725 Park Avenue
Doraville, Georgia 30340

DEKALB

DeKalb County, Georgia
Attn: Director of Finance
1300 Commerce Drive
Decatur, Georgia 30030

and

Director of Public Works
DeKalb County, Georgia
330 W. Ponce de Leon Ave.
Decatur, Georgia 30030

9. ENTIRE AGREEMENT

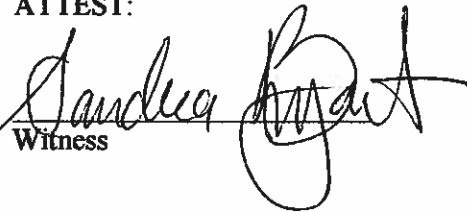
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between **DEKALB** and the **CITY** pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Doraville" entered into between **DEKALB** and the **CITY** on or about September 3, 1997. **DEKALB** and the **CITY** agree that such 1997 agreement has been terminated as of the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

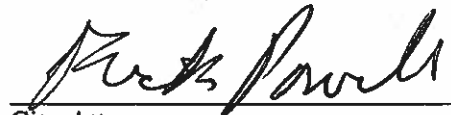
CITY OF DORAVILLE, GEORGIA

 (SEAL)
Mayor

ATTEST:


Witness

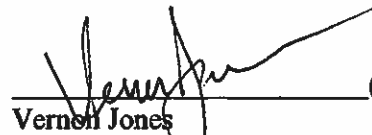
APPROVED AS TO FORM:


City Attorney
City of Doraville, Georgia

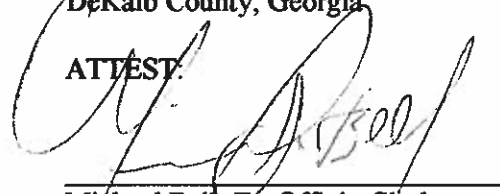
APPROVED AS TO SUBSTANCE:

N/A
Public Works Department
City of Doraville

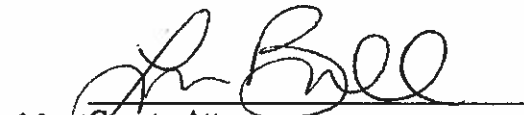
DEKALB COUNTY, GEORGIA

 (SEAL)
Vernon Jones
Chief Executive Officer
DeKalb County, Georgia


ATTEST:


Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:


County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:


William "Ted" Rhinehart, Director
Public Works Department
DeKalb County, Georgia

CITY OF DORAVILLE - ATTACHMENT A

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.			X	
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.		X		
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.		X		
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.			X	
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).		X		
6-Drainage System Maintenance: Maintain and repair the municipal separate storm sewer system within the City limits.		X		
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.		X		
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.			X	
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.			X	
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.			X	
11-Educational Materials: Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.		X		
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.		X		
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.		X		
14-Enforcement: Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.		X		
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.			X	
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.		X		
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.		X	X	

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
18-Construction Site Plan Review, Permitting and Construction Site Management: Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes		X		
19-Litter Removal Activities: Actions to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.		X		
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.		X		
21- Illicit Discharge Detection and Elimination Program: In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.				
21-A - Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.		X		
21B - Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.			X	
21C - IDDEP Enforcement: Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.		X		
24-Pond Retrofit Program: A program to change pond structure to improve water quality.			X	
25-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.			X	
26-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.		X		
27-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.			X	
28-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.		X		
29-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.		X		
30-Development and Implementation of TMDL Improvement Plan: Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.			X	
31-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.			X	

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
32-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.		X		
33-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.			X	
34-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.			X	

STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 27 day of June, 2006, by and between the City of Lithonia, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "CITY"), and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "DEKALB").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** currently discharges stormwater to portions of this separate storm sewer system; and

WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;

WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB's** National and Pollutant Discharge Elimination System hereinafter referred to as ("NPDES") permit for stormwater discharges from **DEKALB's** separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements with the **CITY** effective upon execution of this Agreement for a period not to exceed fifty (50) years from the execution date.

NOW, **THEREFORE**, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the **CITY** and **DEKALB** as follows:

1. **TERM**

This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 2054, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. **CITY** shall adopt a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of **DEKALB**.
- b. Whenever **DEKALB** amends its stormwater management ordinance, it will forward a copy of such amendments within 30 days of enactment thereof. **CITY** will enact amendments at least as stringent as those adopted by **DEKALB** within 30 days receipt of said amendment.
- c. **CITY** designates **DEKALB** as the agent of the **CITY**, for the purposes of implementation and enforcement of **CITY**'s stormwater management ordinance against discharges located in **CITY**.
- d. **CITY** shall be responsible for routine construction and maintenance activities on the DeKalb County Municipal Separate Storm Sewer System owned and operated by the **CITY**, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. **DEKALB**, on behalf of and as agent for **CITY**, will perform technical and administrative duties necessary to implement and enforce **CITY**'s sewer use ordinance and **DEKALB**'s stormwater management program. **DEKALB** will: (1) update the survey of discharges associated with industrial activity; (2) conduct inspections, sampling and analysis; (3) take all appropriate enforcement action as outlined in the ordinance; and (4) perform any other technical or administrative duties the parties to this Agreement deem appropriate, or as are required by the regulatory agencies. In addition, **DEKALB** may, as an agent for **CITY**, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, or which reasonably appears to threaten the environment.

- f. **DEKALB** will perform certain stormwater related services as shown in Attachment A, in implementing and enforcing **CITY's** stormwater management ordinance on behalf of **CITY**.

3. **PAYMENT AND REIMBURSEMENT OF COSTS**

Should **DEKALB** or the **CITY** incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, **DEKALB** or the **CITY** shall notify the other party of the amount and nature of the requested reimbursement. **DEKALB** or the **CITY** shall have 120 days from the date of such notice to review, negotiate and arrange for payment of such costs.

4. **TERMINATION**

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 business days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. **VENUE AND CHOICE OF LAWS**

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suites or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. **INDEMNIFICATION**

The **CITY** shall at its sole cost and expense fully indemnify, defend and hold harmless **DEKALB**, its officers, employees and agents, against any and all claims, suits, actions, liabilities and judgments from third parties for damages which may be the result of willful, negligent, or tortuous conduct or operations of agents and employees of the **CITY**.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

City of Lithonia

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be mailed by certified mail with return receipt requested to the following respective addresses:

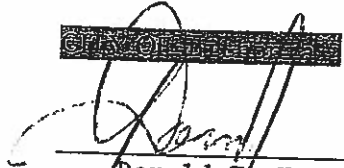
CITY of Lithonia
Address: _____
2614 Max Cleland Blvd.
Lithonia, GA 30058

DEKALB
DeKalb County, Georgia
Attn: _____
1300 Commerce Drive
Decatur, GA 30030

9. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. Any subsequent changes in the Agreement must be signed by all parties.

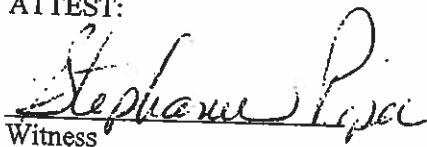
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.



Darold T. Honore (SEAL)

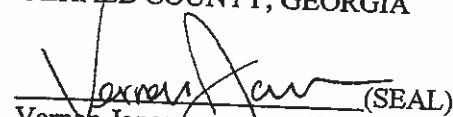
Lithonia, Georgia

ATTEST:



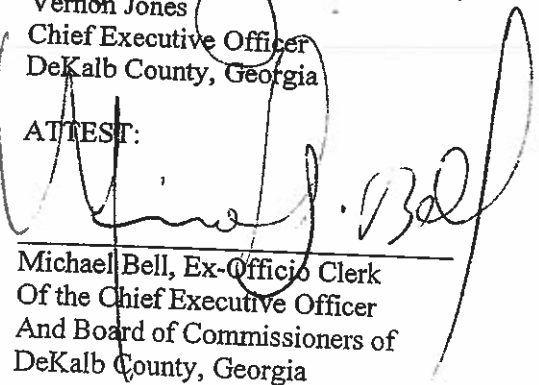
Witness

DEKALB COUNTY, GEORGIA



Vernon Jones (SEAL)
Chief Executive Officer
DeKalb County, Georgia

ATTEST:



Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

City of Lithonia

APPROVED AS TO FORM:

Caryl Summer Black

City Attorney

City of Atlanta Georgia

Stephanie Fieri
with Expressed Permission

APPROVED AS TO FORM

[Signature]

Asst. County Attorney

DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

[Signature]

William "Ted" Rhinehart, Director
Public Works Department

STORM WATER SERVICES PERFORMED BY CITY OF LITHONIA

DESCRIPTION OF SERVICE	CITY	COUNTY
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.	X	
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.	X	
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.	X	
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.		X
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).	X	
6-Drainage System Maintenance: Maintain and repair recorded drainage system accepted by County Development Dept., so that the facility can function as designed.		X
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.	X	
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.		X
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.		X
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.		X
11-Educational Materials: Educate DeKalb County citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.	X	
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.	X	
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.	X	
14-Enforcement: Program to compel compliance with County pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply. If ordinance violation is not corrected within the time limit set, penalties may be imposed by the courts.	X	
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.		X
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.	X	

STORM WATER SERVICES PERFORMED BY CITY OF LITHONIA

DESCRIPTION OF SERVICE	CITY	COUNTY
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.	X	
18-Construction Plan Review and Site Management: Review all aspects of construction drawings for compliance with DeKalb County Code/Ordinances.	X	
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.	X	
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.	X	
21-Illicit Discharge Detection and Elimination Program: A program that a regulated small municipal separate storm sewer system (MS4) is required to include in its storm water management program to meet the conditions of its National Pollutant Discharge Elimination System (NPDES) permit. An operator of a regulated small MS4 is required to develop, implement and enforce a program including the following elements: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.	X	
22-Outfall Location: Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.	X	
23-Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention.	X	
24-Pond Retrofit Program: A program to change pond structure to improve water quality.		X
25-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.		X
26-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.	X	
27-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.		X
28-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.	X	
29-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.	X	
30-Development and Implementation of Total Maximum Daily Load (TMDL): Calculation of the maximum amount of a pollutant that a water body can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources.		X

ATTACHMENT A

STORM WATER SERVICES PERFORMED BY CITY OF LITHONIA

DESCRIPTION OF SERVICE	CITY	COUNTY
31-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.		X
32-Web-site Establishment for Storm Water Management: Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.	X	
33-Water Quality Trend Monitoring: Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.		X
34-Fecal Coliform Monitoring: Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.		X
35-Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the DeKalb County Municipal Separate Storm Sewer System that contain pollution.		X

**Department of Public Works
Office of the Director
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761**

October 31, 2007

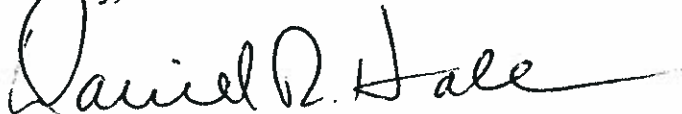
City of Lithonia
Mayor Donald T. Honore'
2614 Max Cleland Boulevard, Suite C
Lithonia, Georgia 30358

RE: Stormwater Management Program (SWMP)
NPDES IGA Agreements

Dear Mr. Rabun:

Enclosed is the City's copy of the fully executed intergovernmental agreement for Implementation of NPDES Permit Requirements. Thank you for coordinating this and expediting it through the city council. If you need anything else on this please let me know.

Sincerely,



Daniel R. Hall, P.E.
Assistant Public Works Director

cc:w/enclosure
Carl Glover
Sam Brannen
Cedric Hudson

cc:
Ted Rhinehart

**Department of Public Works
Office of the Director
DeKalb County, Georgia**

**330 West Ponce de Leon Avenue Decatur, GA 30030
TEL: (404) 371-4778 FAX: (404) 371-4761**

October 31, 2007

Mr. Andrew C. Zurow, Unit Coordinator
Environmental Protection Division
Watershed Protection Branch
4200 International Parkway, Suite 101
Atlanta, GA 30354

Subject: DeKalb County – City of Lithonia Intergovernmental Agreement for
Implementation of NPDES Permit Requirements
Contract No. 07-800381

Dear Mr. Zurow:

Attached for your information is a copy of the executed intergovernmental agreement between DeKalb County and the City of Lithonia for implementing the NPDES permit requirements as spelled out in "Attachment A" of the document. I will continue to forward similar IGAs to you as the County completes the process of executing agreements with our co-permittee cities.

Please feel free to contact me if you have any questions.

Sincerely,



Daniel R. Hall, P.E.

Assistant Public Works Director

cc: Ted Rhinehart

DeKalb County
Contract No. 07-800381

City of Lithonia

STORMWATER INTERGOVERNMENTAL AGREEMENT
FOR IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

State of Georgia
County of DeKalb

This Agreement, made and entered into on the 10th day of September, 2007, by and between the **CITY OF LITHONIA**, Georgia, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "**CITY**"), and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "**DEKALB**").

WITNESSETH

WHEREAS, **DEKALB** owns and operates the "DeKalb County Municipal Separate Storm Sewer System" (as defined by the DeKalb County Stormwater Management Ordinance, Chapter 22.5 of the County Code) for the unincorporated areas of DeKalb County; and

WHEREAS, the **CITY** owns and operates a municipal separate storm sewer system within the corporate boundaries of the **CITY** that currently discharges stormwater to portions of **DEKALB**'s separate storm sewer system; and

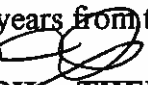
WHEREAS, the **CITY** currently contributes stormwater which may contain uncontrolled pollution in the stormwater drainage/discharge; and

WHEREAS, both parties recognize **DEKALB** and the **CITY** must implement and enforce a stormwater management program to control pollution in stormwater runoff under 40 C.F.R. Part 122, O.C.G.A. § 12-5-20 et seq., and Chapter 22.5 of the County Code;


WHEREAS, the **CITY** has declared its intent to be a co-permittee under **DEKALB**'s National and Pollutant Discharge Elimination System (hereinafter referred to as "NPDES") permit for stormwater discharges from **DEKALB**'s separate storm sewer system; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, **DEKALB** is authorized to enter into Intergovernmental Agreements

with the CITY effective upon execution of this Agreement for a period not to exceed ~~five~~ (50) years from the execution date.

~~five (5)~~ 
NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and between the CITY and DEKALB as follows:

1. **TERM**


This Agreement shall commence on the effective date set forth herein and will terminate on December 31, 20~~54~~⁵⁵, unless otherwise terminated as set forth herein.

2. **DESCRIPTION OF SERVICES AND RESPONSIBILITIES**

- a. CITY has adopted a stormwater management ordinance that is no less stringent and is as broad in scope as the stormwater management ordinance of DEKALB.
- b. Whenever DEKALB intends to amend its stormwater management ordinance, it will forward a copy of such proposed amendments 30 days prior to the date of enactment. If the CITY does not enact amendments at least as stringent as those adopted by DEKALB within 30 days of DEKALB's enactment, this Agreement will terminate.
- c. The CITY will enforce the CITY's storm water management ordinance with respect to discharges occurring within the corporate boundaries of the CITY, up to and including prosecution of violations in the CITY's municipal court.
- d. CITY shall be responsible for routine construction and maintenance activities on the municipal separate storm sewer system owned and operated by the CITY, including any increased maintenance activities required by Georgia Environmental Protection Division and/or U.S. Environmental Protection Agency to control pollution in stormwater discharges.
- e. DEKALB will perform certain stormwater related services, as set forth in Attachment A, in implementing and enforcing CITY's stormwater management ordinance on behalf of CITY.

3. PAYMENT AND REIMBURSEMENT OF COSTS

Should either party determine that it may incur costs on behalf of the other party in the implementation of this Agreement that are not offset by funds paid pursuant to other agreements or legislation relating to the parties, the requesting party shall notify the other party (the "responding party") of the amount and nature of the expected cost. The responding party shall have 120 days from the date of such notice to review such notification and take one of the following actions: (1) approve the cost and arrange for payment upon such cost being incurred; (2) object to the cost and instruct the requesting party to not incur such cost; or (3) negotiate in good faith as to an agreed payment to be made for such cost and arrange for payment of such agreed upon cost.

4. TERMINATION

DEKALB or the **CITY** may terminate this Agreement at its option by providing written notice to the other party. All benefits and obligations under this Agreement shall cease following 30 days from receipt of such notice. **DEKALB** will be responsible for notifying the Georgia Environmental Protection Division that said Agreement has been terminated.

5. VENUE AND CHOICE OF LAWS

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of DeKalb County, Georgia or, where jurisdiction exists under 28 U.S.C. §1331, in the United States District Court for the Northern District of Georgia. This Agreement shall be governed by the laws of the State of Georgia.

6. INDEMNIFICATION

Without waiving its sovereign immunity, **CITY** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **DEKALB** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of **CITY** engaged in services rendered pursuant to this Agreement.

Without waiving its sovereign immunity, **DEKALB** shall and does hereby agree to assume responsibility (without assuming liability) and reimburse **CITY** for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or

damages to property which may be the result of willful, negligent or tortuous conduct or operations of agents and employees of DEKALB engaged in services rendered pursuant to this Agreement.

7. **NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

8. **NOTICE**

For the purposes of this Agreement, any notices required to be sent to the parties hereof shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail with return receipt requested to the following respective addresses:

CITY

City of Lithonia
Attn: Mayor
2614 Max Cleland Blvd.
Lithonia, Georgia 30058

and

Director of Public Works
City of Lithonia
2614 Max Cleland Blvd.
Lithonia, Georgia 30058

DEKALB

DeKalb County, Georgia
Attn: Director of Finance
1300 Commerce Drive
Decatur, Georgia 30030

and

Director of Public Works
DeKalb County, Georgia
330 W. Ponce de Leon Ave.
Decatur, Georgia 30030

9. **ENTIRE AGREEMENT**

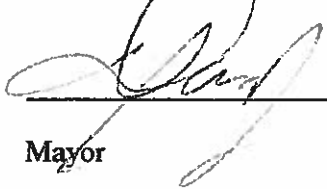
This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation oral or written not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes in the Agreement. This Agreement supersedes all prior written and oral agreements between DEKALB and the CITY pertaining to the subject matter hereof, specifically including the prior "Storm Water Agreement City of Lithonia" entered into between DEKALB and the CITY on or about December 31, 1996. DEKALB and the CITY agree that such 1996 agreement has been terminated as of the effective date of this Agreement.

DeKalb County
Contract No. 07-800381

City of Lithonia

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative, on the day and date hereinabove written.

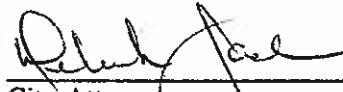
CITY OF LITHONIA, GEORGIA

 (SEAL)
Mayor

ATTEST:


Witness

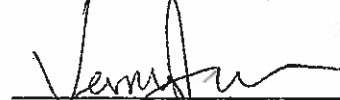
APPROVED AS TO FORM:


City Attorney
City of Lithonia, Georgia

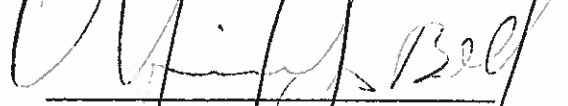
APPROVED AS TO SUBSTANCE:

N/A
Public Works Department
City of Lithonia

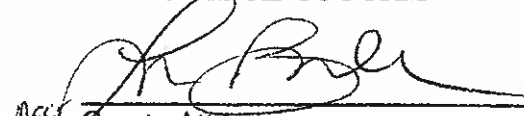
DEKALB COUNTY, GEORGIA

 (SEAL)
Vernon Jones
Chief Executive Officer
DeKalb County, Georgia


ATTEST:


Michael Bell, Ex-Officio Clerk
Of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM


County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:


William "Ted" Rhinehart, Director
Public Works Department
DeKalb County, Georgia

CITY OF LITHONIA - ATTACHMENT A

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
1-Industrial/Commercial Stormwater Inspection: Annually inspect industrial facilities with General Storm Water Permit(s) for potential impact of stormwater runoff associated with industrial activity.		X		
2-Drainage System Inspection: Inspect the surface and subsurface for stormwater conveyance.		X		
3-Catch Basin/Pipe Cleaning: Clean accumulated silt and debris that would hamper stormwater conveyance.		X		
4-Residential Detention Pond Maintenance: Preserve impounding embankments in good condition, ensuring structural soundness, functional adequacy, and freedom from excessive sediment.			X	
5-Commercial Detention Pond Inspection & Enforcement: Inspect privately maintained detention ponds to ensure structural soundness, functional adequacy, freedom from excessive sediment, and obstructions affecting operation of outlet device(s).		X		
6-Drainage System Maintenance: Maintain and repair the municipal separate storm sewer system within the City limits.			X	
7-Curb Raising to prevent flooding: Raise the height of curbs to keep water away from structures, and to keep it in the roadway where it is directed to the storm sewer system.		X		
8-Right of Way Ditch Maintenance: Clean and maintain ditches located on the road right of way, which are natural or manmade structures that carry stormwater runoff via a storm structure to a creek or another storm structure.			X	
9-Provide Rubble Rock to Citizens for erosion protection: Operate the Citizen's Drainage Program (CDP) to assist homeowners in managing erosion on private property. Under the CDP, the property owner can request rubble rock up to a value of \$2,500 (about 50 tons of rock) and upon approval by County drainage inspectors, the County will provide but not install or maintain the rock.			X	
10-Provide Pipe to Citizens for pipe extension: Under the Citizen's Drainage Program, a property owner may request pipe up to a value of \$2,500, and upon approval by County drainage inspectors, the County will provide but not install or maintain the pipe.			X	
11-Educational Materials: Educate City residents citizens on methods of preventing pollution from going into state waters, through materials that are distributed to libraries, schools and other public sites.		X		
12-Stenciling: A type of educational activity in the form of a curb marker informing people not to dump any pollutants into the storm structure.		X		
13-Inspection of Highly Visible Pollution Sources: Inspection of types of businesses that have been determined by GA EPD to have a high potential to pollute the watershed, in order to enforce pollution control ordinances.		X		
14-Enforcement: Program to compel compliance with city pollution control ordinances through inspections of businesses and homeowners and issuance of citations for failure to comply.		X		
15-Impaired Stream 303(d) List: a list of streams that has been determined by GA EPD as not suitable for fishing or swimming or both because of contamination with pollutants. These streams need to be de-listed by using various methods of watershed management.			X	
16-Citizen Pollution Report Program: A plan to inform citizens of phone numbers to facilitate reporting of pollution activity to DeKalb County authorities as well as GA EPD.			X	
17-Watershed Management: A comprehensive system of activities to improve water quality through structural and non-structural best management practices.		X		

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE		CITY	COUNTY	N/A
18-Construction Site Plan Review, Permitting and Construction Site Management: Review site development, erosion and sedimentation control plans for compliance with applicable ordinances and codes		X		
19-Litter Removal Activities: Actions by Sanitation Department or voluntary group to remove litter from land to prevent it from entering waterways and to improve water quality and environmental quality.		X		
20-Street Sweeping Program: Use of mechanical methods to remove macro or micro materials and debris from the street.				X
21- Illicit Discharge Detection and Elimination Program: In compliance with MS4 regulations, develop, implement and enforce a program including the following elements listed below: a storm sewer map, showing location of all outfalls; a plan to detect and address non-stormwater discharges including illegal dumping into the MS4; and determination of appropriate best management practices and measurable goals.				
21-A - Inventory Mapping: Map and make a record of the drainage system, including catch basins, culverts, and ponds to ensure sufficient future capacity of the system and for pollution prevention. Locate the last point of discharge to a ditch or a creek carrying runoff through a 36" or above culvert for residential properties and 12" or above culvert for commercial properties.		X		
21B - Dry Weather Illicit Discharge Screening: Screen predetermined outfalls during dry weather conditions to detect illegal flows to the County MS4.		X		
21C - IDDEP Enforcement: Develop and implement Best Management Practices and address non-stormwater discharges, including illegal dumping, into the MS4.		X		
24-Pond Retrofit Program: A program to change pond structure to improve water quality.			X	
25-Septic Tank Program (Educating Owner & Mapping): A program to educate owners of septic tanks on proper maintenance in order to prevent leakage, pollution and costly repairs. Mapping involves locating septic tanks in the County and detecting leakage.			X	
26-Pollution Prevention Plan for City's Facilities: A plan to prevent pollution in City facilities which have potential to pollute by training the City in better housekeeping methods and/or by placement of above or below ground water quality devices.		X		
27-Storm Water Sampling of Facilities: Sample upstream and downstream of the facility and compare the two samples to find out the level of pollution generated by the facility.			X	
28-Floodplain Management Program: A program of corrective and preventive measures for reducing flood damage and preserving and enhancing natural resources in the floodplain, including, but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.		X		
29-Public Education: Educate the general public, through distribution of flyers in public places, through workshops and through a website, on sources of pollution and how to prevent pollution from entering rivers and creeks.		X		
30-Development and Implementation of TMDL Improvement Plan: Develop and implement a program to reduce stream loading of pollutants having TMDL limits as determined by EPD.			X	
31-Workshop for Citizens: Advertising and then conducting educational programs for citizens on subjects such as septic tank maintenance and rain gardens, to encourage citizens to use pollution prevention methods.			X	

STORM WATER SERVICES PERFORMED BY PARTIES TO THE AGREEMENT

DESCRIPTION OF SERVICE			
32-Web-site Establishment for Storm Water Management:		CITY	COUNTY
Set up of a separate linked web-site offering education in pollution control methods, such as reducing pesticide use and proper disposal of household hazardous wastes, as well as facilitating the reporting of incidents of pollution of the watershed.		X	
33-Water Quality Trend Monitoring:			
Investigate the ambient in-stream concentration of pollutants of concern for both wet and dry weather activity. A minimum of three wet weather samples and one dry weather sample will be collected during both the summer and the winter.			X
34-Fecal Coliform Monitoring:			
Monitor the level of fecal coliform contamination, as required by the stormwater management plan monitoring of 303(d) list impaired streams.			X

DeKalb County
Contract No. 1554347

INTERGOVERNMENTAL AGREEMENT

DEKALB COUNTY, Georgia, a political subdivision of the State of Georgia, whose address is 1300 Commerce Drive, Decatur, Georgia 30030 (hereinafter referred to as the "County"), and the CITY OF STONE MOUNTAIN, Georgia, a municipality in the State of Georgia, whose address is 922 Main Street, Stone Mountain, Georgia 30083, (hereinafter referred to as the "City"), as duly authorized governmental units, freely and knowingly enter into this Intergovernmental Agreement dated this 14th day of June, 2004⁵.

WITNESSETH:

WHEREAS, the parties to this Agreement are both governmental units and authorized to provide the services set forth herein:

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and County are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these governments are authorized to undertake;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State of Georgia grants each City and County the power to provide the service of stormwater collection and disposal systems;

WHEREAS, pursuant to O.C.G.A. § 36-82-61 and § 36-82-62, cities and counties are empowered to provide stormwater services and charge and collect reasonable fees for such services;

WHEREAS, the federal Clean Water Act, as amended by the Water Quality Act of 1987

Your
Copy:
Original to
Sam Brannan
10/21/05 P.H.

(33 U.S.C. 1251 *et seq.*), and the rules promulgated by the United States Environmental Protection Agency pursuant to that Act, emphasizes the role of local governments in developing, implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff;

WHEREAS, stormwater management services and facilities will assist the City and County in meeting the regulatory obligations imposed by their national pollutant discharge elimination system (NPDES) permit, for which the City and County are co-permittees, by reducing pollution and increasing water quality within the City and County;

WHEREAS, the City and County presently own and operate stormwater management systems and facilities that have been developed over many years. The future usefulness of the existing systems and facilities rests on the ability of the City and County to adequately maintain and expand the systems and facilities.

WHEREAS, stormwater management services and facilities will provide a specific service to property owners in the City by assisting in the property owner's legal obligation to control stormwater runoff from their property and ensure that runoff does not flow upon their neighbors in greater quantities than it would if the property were in an undeveloped state;

WHEREAS, a comprehensive review of developed properties in the City has been undertaken by the County which indicates the need for stormwater management services and facilities in the City and County; and

WHEREAS, the City desires to have the County continue to perform and provide certain stormwater services and facilities as more particularly described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the

before March 30 of each year;

- (8) Designate a contact person or persons authorized to communicate with the City and its residents regarding stormwater service and facility needs.
- (B) The City agrees to perform the following:
 - (1) The City shall, by ordinance, create a stormwater utility that empowers the City to provide stormwater services and facilities to its citizens;
 - (2) The City shall evaluate the comprehensive review of impervious surfaces and stormwater system and facility needs conducted on behalf of the County and, where it deems appropriate, through official action adopt the findings of such comprehensive review;
 - (3) The City shall annually submit on or before January 31 a list of proposed stormwater capacity improvements, prioritized in the order it wishes the County to consider each improvement;
 - (4) The City shall be responsible for billing and collecting a reasonable fee for stormwater services, in any method or manner deemed appropriate by the City;
 - (5) The City shall be responsible for pursuing collection efforts as it deems reasonable in order to obtain payment of any past-due or delinquent stormwater utility fees;
 - (6) The City shall maintain an accounting of all expenditures made by the City in providing stormwater services or facilities to its residents in each calendar year, including any accounting or audit costs, and shall deliver such accounting to the County on or before June 30 of each year for the previous year's expenditures;
 - (7) The City shall designate a contact person authorized to communicate with the County regarding stormwater services and facility needs;
 - (8) The City shall be responsible for implementation of a public education program concerning stormwater and inspections for highly visible pollutant sources.
- (C) By entering into this Agreement, the City agrees that the County's employees and agents shall have an unlimited right to access and inspect the City's stormwater systems and facilities and operate equipment on City property in furtherance of the activities set forth herein.
- (D) In no event shall the County be obligated to undertake or expend monies on the

above stormwater services, systems or facilities in any given year in excess of that which has been received by the County for use pursuant to the City's stormwater ordinance, except by mutual written consent.

3. Payments and Use of Funds

The City shall annually transfer to the County, on or before March 31, the stormwater utility fees it has collected or received for the previous year, minus (A) expenses incurred by the City in performing stormwater services or providing stormwater facilities to its residents during the calendar year and (B) accounting or audit costs incurred by the City in the normal course of operation of the stormwater utility.

All stormwater fees received by the County from the City, less any reasonable accounting or audit costs incurred by the County in maintaining records of City stormwater fees and expenses, shall be expended for the provision or construction of stormwater services or facilities located in or servicing the City.

4. Infringement and Defense of Claims

It is understood by the parties that no employees, officers, or agents of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

The City shall defend and indemnify the County against any and all claims, suits, actions, liabilities and judgments from third parties resulting from the City's actions or inactions pursuant to the enactment of this intergovernmental agreement or performance of the City's duties as set forth herein.

The City's duty to defend and indemnify the County shall include, but shall not be limited to, any legal challenges to the City's stormwater ordinance.

5. Notice

All notices and written requests required herein shall be sent via U.S. Mail as follows:

shall be brought in the courts of DeKalb County, Georgia.

10. Successors and Assigns

Neither party shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers, agents or officials either party.

11. Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. No representation, oral or written, not incorporated herein shall be binding upon the parties hereto. All parties must sign any subsequent changes to this Agreement.

12. Severability

In the event any section of this Agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on the day and date hereinabove written.

STONE MOUNTAIN, GEORGIA


By: [Signature] (SEAL)
GARY DEET
Mayor
Stone Mountain, Georgia

ATTEST:

DEKALB COUNTY, GEORGIA


By: [Signature] (SEAL)
VERNON JONES
Chief Executive Officer
DeKalb County, Georgia

ATTEST:



Signature

Denise Hicks
Name (Typed or Printed)


City Clerk
Title


MICHAEL BELL
Ex-Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:


JOE FOWLER
City Attorney
Stone Mountain, Georgia

APPROVED AS TO FORM:


Asst. County Attorney
DeKalb County, Georgia

DeKalb County
Contract No. 556367



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Cemetery

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

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

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

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

☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **DeKalb County, City of Atlanta, City of Decatur, City of Lithonia, and City of Stone Mountain. - Only Decatur, Lithonia, & Stone Mountain will pay for these services.**

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Fund (Pauper Cemetery Only)
Cities of Decatur, Lithonia, and	General Fund & User Fees
Stone Mountain	

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Airport

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	Enterprise Fund
City of Atlanta	Enterprise Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

DeKalb County Service Delivery Strategy 2014

Leisure Services in DeKalb Municipalities and Atlanta

Leisure Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Parks	D	D	D	D	D	D	D	D	DC	DC	D	D
Recreation Programs	D	D	D	D	D	D	D	D	DC	DC	D	D
Libraries	DC	DC	DC	DC	DC	DC	IG-DC	IG-DC	DC	DC	DC	D

Definitions

PARKS	Physical facilities.
RECREATION PROGRAMS	Conducted by formal, paid staff; not to include volunteer community programs.
LIBRARIES	Self explanatory.

D: Direct

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement

C: Contract

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

DC: DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Parks

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

- ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Stone Mountain, and DeKalb County.**

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

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

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

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

SDS FORM 2, continued

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

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

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Resolution to Levy Taxes for 2014.

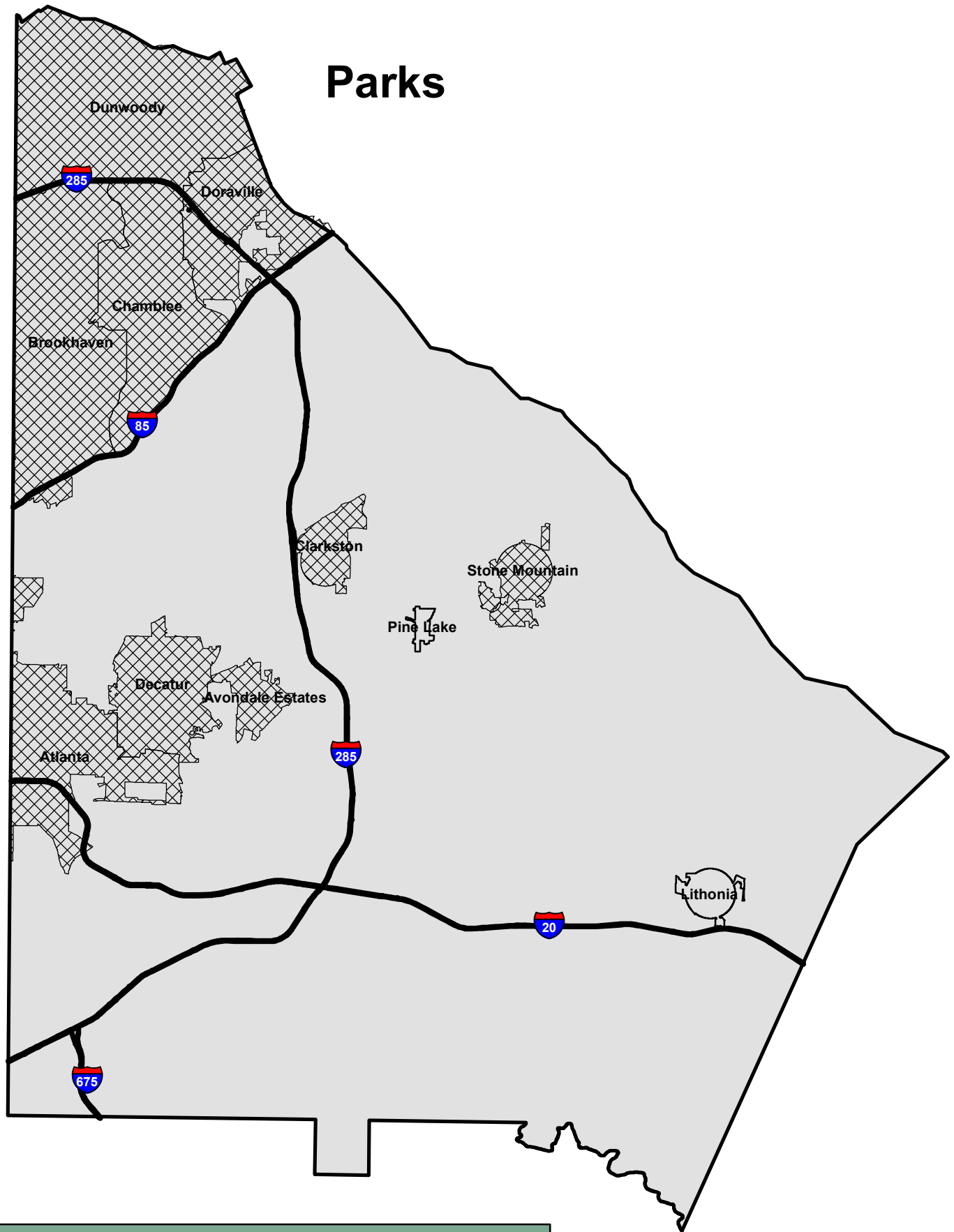
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

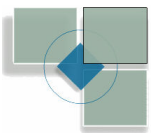
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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

Parks





Department of Planning & Sustainability- Long Range Planning Section



0 1.5 3 Miles

Parks

-  Municipality Responsible for Service
-  Service Provided by DeKalb County

FOR USE BY COMMISSION OFFICE/CLERK ONLY

ACTION : 2014-07-08 Item D1

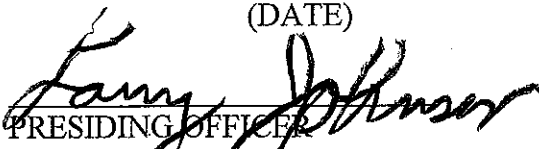
MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.

MOTION was made by Jeff Rader, seconded by Kathie Gannon to Amend Budget with Resolution digest Scenario B on Millage Rate. 2-4-0-0 vote. Commissioners Rader and Gannon in favor. No action for lack of four votes.

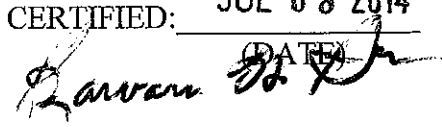
MOTION was made by Jeff Rader, seconded by Elaine Boyer and passed 6-0-0-0 to approve the Substitute with Amendment to reserve increase for the Ethics Board until such time we receive a proposal from Ethics Board on how to spend the money. 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. [Note: This Motion is separate from the Main Motion to approve Substitute.]

MOTION was made by Sharon Barnes Sutton, seconded by Elaine Boyer and passed 4-2-0-0 to approve substitute 1. To approve adjustments to the 2014 Budget and Revenue Anticipations; 2. To approve adoption of Ad Valorem Tax Millages Rates for DeKalb County; 3. To approve adoption of a Homestead Exemption applicable to County operational and maintenance taxes under the HOST program for 2014 using 80% of last year's HOST receipts; and 4. To approve adoption of Ad Valorem Tax Millage Rates for the DeKalb County Board of Education. Commissioners Rader and Gannon opposed.

ADOPTED: JUL 08 2014
(DATE)


PRESIDING OFFICER
DEKALB COUNTY BOARD OF
COMMISSIONERS

CERTIFIED: JUL 08 2014
(DATE)


CLERK,
DEKALB COUNTY BOARD
OF COMMISSIONERS

FOR USE BY INTERIM CHIEF EXECUTIVE OFFICER ONLY

APPROVED: JUL 18 2014
(DATE)


INTERIM CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETOED: _____
(DATE)

CHIEF EXECUTIVE OFFICER
DEKALB COUNTY

VETO STATEMENT ATTACHED: _____

MINUTES: Viola Davis, 909 Rays Road, Stone Mountain, Ga. 30083, Faye Coffield, 3261 Chaparral Way, Lithonia, Ga. 30036, spoke in support.

Attachment B

RESOLUTION TO LEVY TAXES
FOR THE YEAR 2014

BE IT RESOLVED by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of same, that there be, and there is hereby levied, a tax for the year 2014 to provide funds for County government purposes enumerated as follows:

1. A Tax of \$1.67 per every \$1,000.00 of assessed valuation is levied on all taxable property in the **Unincorporated area** in said County and in any areas incorporated or annexed after February 6, 2006, for Bonded Indebtedness for the purpose of paying the Principal and Interest on the **Special Recreation Tax District and Special Transportation, Parks and Greenspace and Libraries Tax District General Obligation Bonds** of said County.
2. A Tax of \$9.03 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Atlanta** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); and to provide for the expenditures designated in the contract with the **Fulton-DeKalb Hospital Authority** and the **DeKalb Hospital Authority** (0.80).
3. A Tax of \$12.79 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Avondale Estates** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the **Fulton-DeKalb Hospital Authority** and the **DeKalb Hospital Authority** (0.80); to pay expenses of County, nonbasic police protection (0.62), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the **DeKalb County Special Services Tax Districts Act**, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the **DeKalb Fire Prevention District** (2.87).
4. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Brookhaven** in said County, for General

Attachment B

- County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
5. A Tax of \$12.36 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Chamblee** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23) to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.19), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 6. A Tax of \$14.63 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Clarkston** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (2.46) and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 7. A Tax of \$9.58 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Decatur** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts,

Attachment B

- Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to pay expenses of County nonbasic police protection (0.28), and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended.
8. A Tax of \$12.17 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Doraville** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 9. A Tax of \$11.90 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Dunwoody** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
 10. A Tax of \$14.95 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Lithonia** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County

Attachment B

basic and nonbasic police protection (2.58); parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).

11. A Tax of \$15.38 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Pine Lake** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (3.01), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.47) pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
12. A Tax of \$12.61 per every \$1,000.00 of assessed valuation is levied on all taxable property within the corporate limits of **Stone Mountain** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County nonbasic police protection (0.44), street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (0.27) pursuant to the DeKalb County Special Service Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87).
13. A Tax of \$19.54 per every \$1,000.00 of assessed valuation is levied on all taxable property within the **Unincorporated area** in said County, for General County Purposes to pay expenses of administration of County Government, build and repair public buildings and bridges, and pay expenses of Courts, Sheriffs, litigation and support of prisoners, pursuant to Article IX, Section IV, Paragraph

Attachment B

I of the Constitution of the State of Georgia (8.23); to provide for the expenditures designated in the contract with the Fulton-DeKalb Hospital Authority and the DeKalb Hospital Authority (0.80); to pay expenses of County basic and nonbasic police protection (6.18), parks, recreational areas, programs and facilities, and street and road maintenance of curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads, or any combination thereof (1.46), pursuant to the DeKalb County Special Services Tax Districts Act, Ga. L. 1982, p. 4396, as amended; and to provide fire protection to properties located within the DeKalb Fire Prevention District (2.87). Pursuant to O.C.G.A. 33-8-8.3, \$26,046,015.12 received from the Insurance Premium Tax in 2013 will be expended for police protection, fire protection and other services in the unincorporated areas.

Adopted this 8th day of July 2014, by the DeKalb County Board of Commissioners.

LARRY JOHNSON
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

Approved by the Chief Executive Officer of DeKalb County, this 8th day of July, 2014.

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA SANDERS
Clerk of the Chief Executive Officer and
Board of Commissioners,
DeKalb County, Georgia

APPROVED AS TO FORM:

O.V. BRANTLEY



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Recreation Programs

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

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

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

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

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

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

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

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

☐ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County & Cities	General Fund, User Fees, Bonds

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

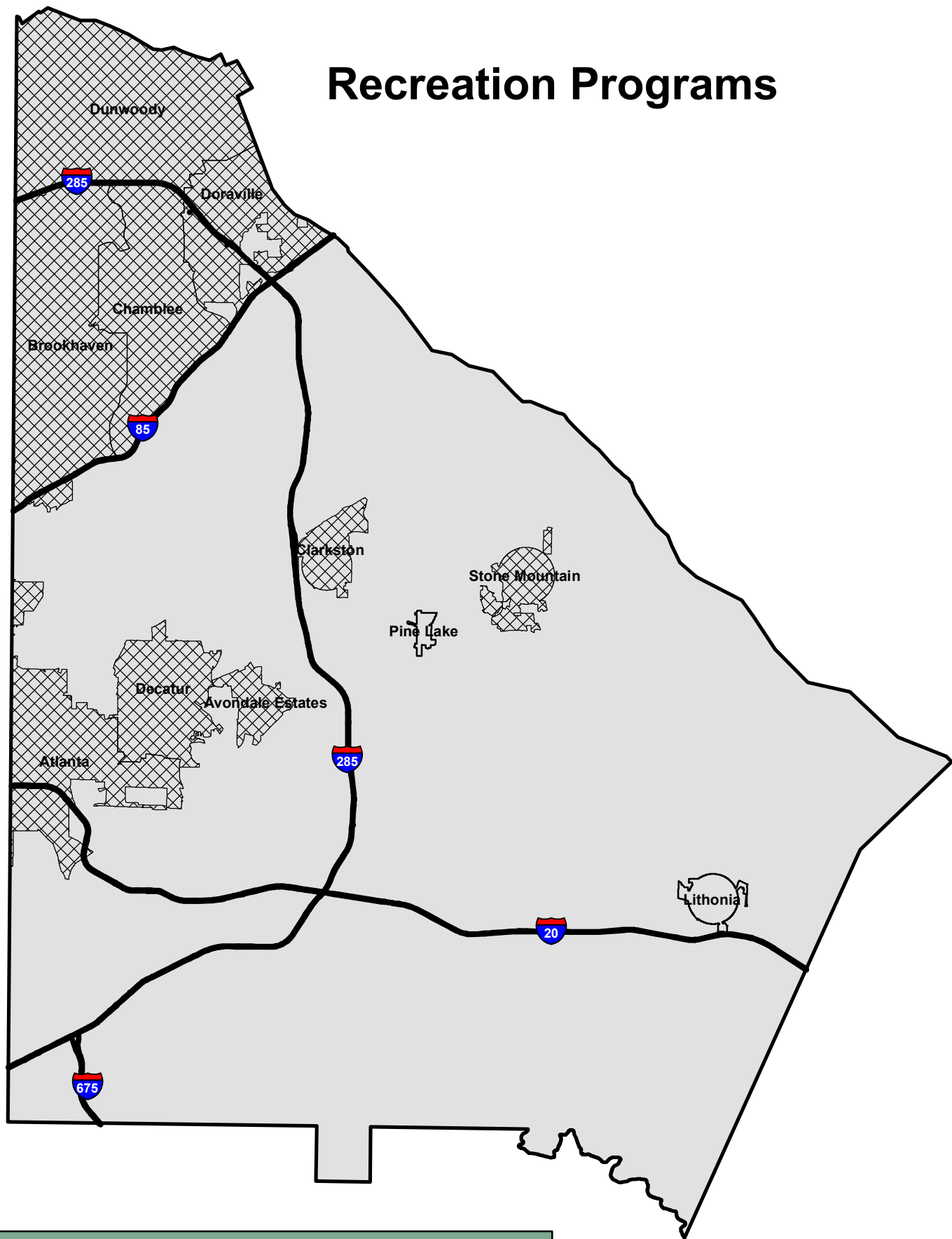
7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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



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

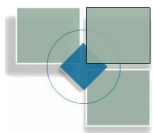
Recreation Programs



Department of Planning & Sustainability- Long Range Planning Section

Recreation Programs

-  Municipality Responsible for Service
-  Service Provided by DeKalb County



0 1.5 3 Miles

Explanation for continuing arrangement

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Libraries

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County , Doraville, Decatur	General Fund, State Grants, and Bonds.

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

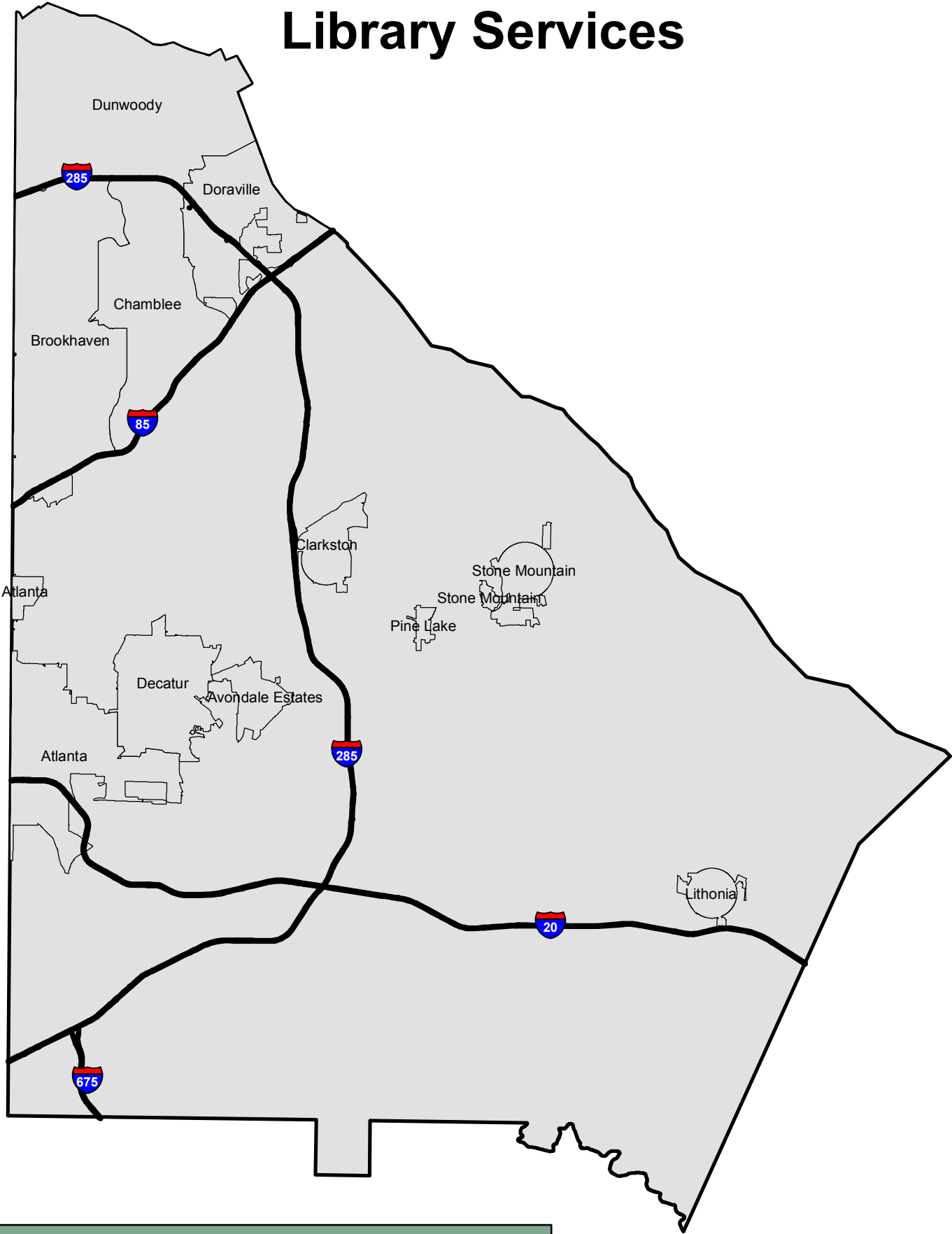
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

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


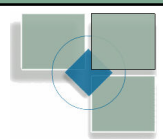
Explanation for continuing arrangement.

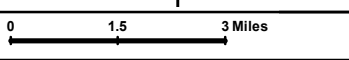
City residents may use County facilities, and participate in DeKalb County related programs.

Library Services



Department of Planning & Sustainability- Long Range Planning Section





Library Services

*All cities are provided Library Services by DeKalb County

STATE OF GEORGIA
COUNTY OF DEKALB

A G R E E M E N T

This Agreement entered into by and between DEKALB COUNTY PUBLIC LIBRARY, acting by and through its legally appointed Board of Trustees (hereinafter referred to as the "DeKalb Library") and the CITY OF DORAVILLE, a municipal corporation of the State of Georgia (hereinafter referred to as "Doraville");

W I T N E S S E T H

WHEREAS, Doraville and DeKalb Library have over a period of many years maintained an informal working arrangement for the use of the Doraville Library, located at 3748 Central Avenue, Doraville, DeKalb County, Georgia (hereinafter referred to as the "Doraville Library"), which arrangement has been and is for the mutual benefit for the City of Doraville, DeKalb County and surrounding communities; and

WHEREAS, Doraville and DeKalb Library have for the past three (3) years also operated under a written document; and

WHEREAS, the parties are desirous of providing written terms and conditions of their continuing agreement for the use and availability of library facilities and services,

NOW, THEREFORE, it is agreed as follows:

1.

Doraville shall cooperate with DeKalb Library to promote, develop and improve library service to all participants to meet their functional, educational and recreational needs. To ensure consistent application of county policies and regulations, the representative appointed by City of Doraville to serve on the DeKalb County Public Library Board, the Doraville Mayor, the Doraville librarian, and the Library Branch Coordinator will regularly communicate and meet when the same is deemed appropriate concerning services, programs, and funding that are relevant to Doraville. DeKalb's Branch Coordinator

assigned to the Doraville Library will maintain a constant close contact with the Doraville Library and will regularly review the library's adherence to library policies and procedures. DeKalb Library shall provide a written status report to the Doraville City Commission on an annual basis, as a part of the annual report submitted to the Georgia Division of Public Library Services on or about August 1st of each year.

2.

Doraville shall continue to provide and operate the Doraville Library for public library purposes under the provisions of this Agreement while the same is in effect. Maintenance and repair of the Doraville Library building, grounds, parking and related facilities shall be the sole responsibility of Doraville.

3.

In the event of a vacancy in the position of the Librarian for the Doraville Library, Doraville shall select a Librarian from a list of two (2) or more persons acceptable to Doraville for that position by a committee composed of the following: the Doraville representative to the DeKalb County Public Library Board; the DeKalb County Public Library Director or his/her designated representative; and the Georgia Division of Public Library Services Director or his/her designated representative. The Doraville Librarian shall hold a Master's degree in Library Science from an American Library Association accredited school and be certified as a professional Librarian by the Georgia State Board for Certification of Librarians.

4.

The Doraville Librarian shall have the responsibility of recommending other Doraville Library personnel to Doraville and Doraville shall be solely and separately responsible for hiring, compensation and other benefits of the Librarian and all other Library personnel. Doraville Library personnel shall be governed by all applicable personnel policies established by Doraville. DeKalb Library administrative personnel may provide general consultation and assistance to Doraville in the selection of other library personnel, if requested.

5.

DeKalb Library shall be solely responsible for furnishing the following services:

- (a) Order and process library materials in accordance with approved DeKalb Library collection development policy;
- (b) Process library materials;
- (c) Provide courier service between Doraville and other county branch libraries;
- (d) Provide a large print book deposit;
- (e) Provide Interlibrary Loan Service;
- (f) Provide Interbranch Loan Service;
- (g) Provide and maintain NOTIS integrated automation system, including materials circulation, library card registration, and LUIS (automated public catalog)
- (h) Maintain billing and overdue operations;
- (i) Provide limited printing of branch publicity items;
- (j) Provide consultant services of administrative personnel;
- (k) Maintain library materials allocation equitable with other DeKalb facilities of comparable size.

6.

All fines, fees and other charges shall be established in accordance with DeKalb Library policy.

All monies collected from fines, fees and other charges in connection with the operation of the Doraville Library shall be remitted from Doraville City office to the DeKalb Library Financial Officer on a monthly basis. Fees collected by Doraville Library for meeting room maintenance shall be retained by Doraville.

Doraville shall provide all office and other supplies for the operation of the Doraville Library with the exception of library supplies directly related to the circulation of materials.

Any and all professional travel undertaken by any staff member of the Doraville Library shall be at the expense of Doraville.

7.

The Doraville Library shall operate according to the policies, rules and regulations of the DeKalb Library. In the event of any conflict, County policies shall take precedence.

The Doraville Library will follow the DeKalb Library collection development policy for procurement of books and other library materials.

The Doraville Library shall provide free service to all residents of DeKalb County.

DeKalb's Branch Coordinator will annually provide to Doraville a recommended schedule of hours of operation and holidays. Doraville will return adopted schedule to Branch Coordinator in sufficient time to be included in annual staff information directory. In case of emergency closure, Doraville Mayor's office will notify the Branch Coordinator and place appropriate signage on Doraville Library.

8.

Doraville shall furnish DeKalb Library a certified audit, showing the receipt and expenditure of all funds utilized in the operation of the Doraville Library, on an annual basis and for the State of Georgia fiscal year period.

Doraville audit shall be furnished promptly after same has been received.

The City of Doraville shall provide in an accurate and timely manner all information required by the DeKalb Library administration to complete county, state, and federal reports, including all income expenditures and other financial arrangements made to or on behalf of the Doraville Library.

9.

DeKalb County Public Library Board Constitution and Bylaws authorize the Mayor and City Commission of Doraville to appoint one representative to the DeKalb County Public Library Board. While an agreement is in force, such representative shall serve a term of four (4) years, with a maximum of twelve (12) consecutive years.

10.

The City of Doraville will ensure that the Doraville Library abides by all the requirements for the operation of libraries as stated in the Official Code of Georgia Annotated and the Criteria for Approval of State Aid, and other specialized requirements as set by the Georgia Division of Public Library Services, State Department of Education.

11.

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any term, condition, or provision of this Agreement will be valid, or of any force or effect, unless made in writing and properly executed by the parties' authorized representative.

12.

For the purpose of this Agreement, any notices required to be sent to the parties shall be mailed to the following respective addresses:

DeKalb County Public Library:

Director
DeKalb County Public Library
1300 Commerce Drive
Decatur, Georgia 30030

Doraville:

Librarian
Doraville Library
3748 Central Avenue
Doraville, Georgia 30340

with copy to: Doraville Mayor and Commission
Doraville City Hall
3725 Park Avenue
Doraville, Georgia 30340

13.

This Agreement shall remain in full force and effect for a period of three (3) years from this date and, thenceforth, from year to year. This Agreement shall continue from year to year unless either DeKalb Library or Doraville wishes to cancel. Cancellation can only occur at the end of any state fiscal year, June 30, by written notification not less than six months prior to the end of any such fiscal year.

14.


In case of dissolution, the collection of books and other materials, as well as all equipment provided through DeKalb County funds will revert to DeKalb. The building and equipment purchased with Federal or Doraville funds will revert to the City of Doraville.

15.

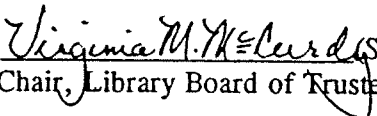
This Agreement shall be binding upon and inure to the benefit of the parties, their successors, administrators and assigns.


IN WITNESS WHEREOF, the parties hereto have under their hands and seals caused this Agreement to be executed in three counterparts, each to be considered as an original, by their authorized representative on this the 1st day of January, 1991.

CITY OF DORAVILLE:

By:  (SEAL)
Doraville Mayor

DEKALB COUNTY PUBLIC LIBRARY:

By:  (SEAL)
Chair, Library Board of Trustees

By:  (SEAL)
Library Director

STATE OF GEORGIA
COUNTY OF DEKALB

THIS AGREEMENT is hereby entered into this 11th day of May, 1998, between the DeKalb County Public Library, by and through its legally appointed Board of Trustees (hereinafter referred to as the "DeKalb Library") and the City of Decatur, a municipal corporation of the State of Georgia (hereinafter referred to as "Decatur").

DeKalb Library gratefully acknowledges the cooperation of Decatur in obtaining necessary legal papers and the gift of real property so that DeKalb Library could proceed with the addition to the Maud M. Burrus (now named Decatur) Library and its parking facilities.

I. PURPOSE

- 1.1 General Intent. The purpose of this agreement is to set forth guidelines of a cooperative effort between the DeKalb Library and Decatur to provide and improve library service to the general public.

II. TERM OF AGREEMENT

- 2.1 General Term. This agreement shall begin on its date of execution and continue for a period of three (3) years. Its expiration shall automatically occur on the final day without further notice or action by any party.
- 2.2 Option to Renew. Upon conclusion of the initial term, Decatur shall have the option to renew this Agreement for an additional three year period. In order to properly utilize this option to renew, Decatur must provide notice of its intent to exercise such option no later than ninety (90) days prior to the expiration of the current term.

III. BOARD APPOINTMENT

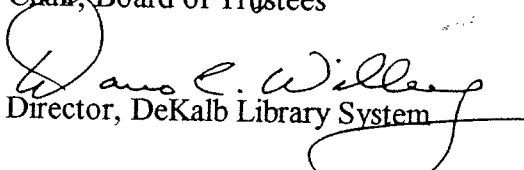
- 3.1 Decatur shall have the right and privilege to appoint one member to the DeKalb County Library Board of Trustees as provided in the Constitution of the DeKalb Library, Article VI. (ratified 2/13/89).
- 3.2 Term of Office. the term of office of the Board member from Decatur shall be provided in the Constitution of the DeKalb Library, Article VI., Section 2.

IV. FINANCIAL SUPPORT.

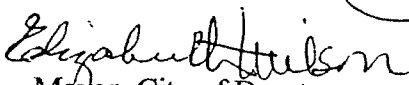
- 4.1 Decatur shall continue its financial support to the DeKalb Library on an ongoing basis. This contribution shall be in an amount determined by the Board of Commissioners of Decatur but shall not be less than \$1,000 per year. This contribution shall be placed in the book budget.
- 4.2 Payments are to be made annually within thirty days after the beginning of Decatur's fiscal year.

DEKALB:

BY: 
Chair, Board of Trustees

BY: 
Director, DeKalb Library System

DECATUR:

BY: 
Mayor, City of Decatur

BY: 
City Clerk, City of Decatur

SO EXECUTED, this 5th day of March, 1998.

DeKalb County Service Delivery Strategy 2014

Health and Social Services Services in DeKalb County Cities

Health and Social Services	Atlanta	Avondale Estates	Brookhaven	Chamblee	Clarkston	Decatur	Doraville	Dunwoody	Lithonia	Pine Lake	Stone Mountain	DeKalb County
Physical Health / Environmental Health	N/A	These services are provided by DeKalb County and paid for by general funds. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County.										D
Hospital	N/A											D
Mental Health / Substance Abuse	N/A											D
Welfare	N/A											D
Senior Services	N/A											D

Definitions

PHYSICAL HEALTH:	Services provided by the DeKalb County Board of Health, including primary health care and clinical laboratory services such as immunizations, flu shots, hearing and vision examinations, prenatal services, adolescent health services and communicable disease clinics. Services also include injury control, birth and death certificates, health data collection and through the Environmental Health Division the inspection of restaurants, swimming pools and septic tanks. The board of Health is funded through the Georgia Department of Human Resources, along with fees for services, grants and contributions.
HOSPITAL	Services provided through the Fulton-DeKalb Hospital Authority, known as the Grady Health System. This is a joint authority, with partial funding by Fulton and DeKalb Counties. Services are also provided through the DeKalb Hospital Authority, which is DeKalb Medical Center.
MENTAL HEALTH/SUBSTANCE ABUSE	Services are provided through the DeKalb County Community Service Board. The services include comprehensive preventive, early detection rehabilitation and treatment services for five major groups: adults with serious or chronic mental illness, children and adolescents who are severely emotionally disturbed people who are mentally retarded, adults addicted to alcohol or other drugs and teens with alcohol and drug problems. Services are provided through community mental health center clinics, mental retardation day training centers, detoxification units, day treatment programs, and a variety of residential programs for all disability groups. A number of the community programs are operated through contracts with private nonprofit agencies.
WELFARE	(Temporary Assistance for Needy Families/TANF) – State program based in DeKalb County. TANF provides assistance to needy families with children on a temporary basis and provides parents with job preparation, work opportunities and other support services such as child care, to enable them to become self-sufficient and leave the program as soon as possible. Services also include foster care and adoption where appropriate, helps parents collect child support and provide adult protection services.
SENIOR SERVICES	Services provided through Senior Connections, a non-profit organization designated by the County to provide comprehensive services for persons 5 and older. Services include congregate meals and fellowship, transportation, home-delivered meals, home health care and home maintenance programs. Programs are designed to help older people maintain independence and avoid premature institutionalization.

D: Direct

IG-DC: Intergovernmental Agreement with DeKalb County

IG-A: Intergovernmental Agreement with an Authority

J: Joint Agreement

C: Contract

A: Authority

IGA-ATL: Intergovernmental Agreement with Atlanta

N/A: Not Available

DC: DeKalb County



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Physical Health / Environmental Health

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
DeKalb County	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Public Hospital

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

☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Fulton-DeKalb Hospital Authority on behalf of DeKalb County**

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Fulton-DeKalb	Special Tax Assessment
Hospital Authority	
DeKalb County	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

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

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

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

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

10 or
2612

THIS CONTRACT made and entered into in triplicate this 20th day of June, 1984, by and between FULTON COUNTY, acting by and through its Board of Commissioners, DEKALB COUNTY, acting by and through its Board of Commissioners, (sometimes hereinafter referred to as the "Counties"), and THE FULTON-DEKALB HOSPITAL AUTHORITY (sometimes hereinafter referred to as the "Authority");

W I T N E S S E T H:

WHEREAS, the Authority is an existing and operating Hospital Authority duly created and established by the Counties in accordance with the Hospital Authorities Law of Georgia; and

WHEREAS, pursuant to authority contained in provisions of the Constitution of the State of Georgia and the Hospital Authorities Law of Georgia, the Counties and the Authority entered into a contract on November 13, 1953 ("the 1953 Contract") to provide adequately for the medical care and hospitalization of the indigent sick of such Counties by the Authority and to provide for the constructing, equipping and financing of adequate hospital facilities and projects for use in rendering such medical care and hospitalization to such indigent sick of the Counties; and

WHEREAS, such 1953 Contract was for a period of Thirty (30) years beginning on January 1, 1954 and ending December 31, 1983; and

WHEREAS, the introductory paragraphs in said 1953 Contract, Page 1 through Page 6 to Article I, recite the historical and legal background to such 1953 Contract, which recitals, for background purposes, are incorporated herein by reference; and

WHEREAS, the Twenty Million (\$20,000,000.00) Dollars in revenue certificates referred to in such 1953 Contract recitals were issued and the new facilities and projects described therein were constructed; and

WHEREAS, the parties desire to execute a new contract pursuant to which the Authority will continue to provide medical

care and hospitalization for the indigent sick of the Counties;
and

WHEREAS, the Counties and the Authority are authorized, pursuant to provisions of the Constitution of the State of Georgia, to contract for such medical services and hospitalization and provide such hospital facilities and projects and provide financing therefor pursuant to O.C.G.A. §31-7-84, §31-7-85 and other provisions of the Hospital Authorities Law.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, IT IS AGREED between Fulton County, DeKalb County and The Fulton-DeKalb Hospital Authority, each acting by and through its duly authorized officers, pursuant to resolutions duly and properly adopted:

ARTICLE I.

This Contract is for a period of thirty (30) years commencing January 1, 1984 and ending December 31, 2013. Payments due to the Authority by the Counties or return of funds due the Counties from the Authority for services rendered prior to January 1, 1984 are governed and shall be made according to existing agreements between the parties and are not affected by this Contract.

ARTICLE II.

Obligations of Authority.

The Hospital Authority agrees:

A. General Operations of Authority.

1. It will at all times during the term of this agreement maintain and have available for the use by the Counties facilities to take care of the indigent sick of Fulton and DeKalb Counties requiring medical aid and hospitalization, as may be properly certified as entitled to receive such treatment, pursuant to the rules and regulations of the Authority.
2. It will at all times during the term of this agreement maintain and have available facilities to take care of all emergency cases, both affecting the residents of said Counties or transients where the accident took place or the emergency arose within the corporate limits of either of said Counties.

3. It will at all times during the life of this contract, when requested so to do by the Counties, furnish treatment, medicine, care and all of the facilities of the Authority for the treatment and care of employees of the Counties who are injured in the line of duty and in the service of such Counties and in all other cases when requested so to do by the Counties where the Counties shall assume responsibility for the hospitalization and treatment of any injured person. Nothing herein shall prevent the Authority from receiving and collecting from insurance or other sources funds covering the cost of medical care or hospitalization of such person and the Authority shall likewise have full rights against any sums paid by tortfeasors or others under liability for medical care and/or hospitalization of such persons.

4. The rendering of medical aid and hospitalization as above provided shall be in keeping with usual services rendered by hospitals of like size and character and to the extent facilities are available.

5. Non-Discrimination in Purchasing and Contracting; Utilization of Minority Business Enterprises.

The Authority shall take positive measures to assure that the purchasing and contracting activities and practices do not prevent a fair and reasonable level of participation by minority business enterprises. The Authority has established a present goal of twenty percent (20%) as the minimum participation by minority enterprises in business contracts of the Authority, such goal to be accomplished as promptly as good faith efforts will permit. To effectuate this objective, the Authority shall annually determine its utilization level of minority business enterprises and make reports to the Counties in connection therewith. If, in reviewing such reports, either or both of the Board of Commissioners of such Counties determine that such utilization, when compared with availability of minority business enterprises, indicates unreasonable under-utilization due to discrimination, the Authority shall implement planned corrective measures. Corrective measures shall include changes in pro-

cedures which contribute to under-utilization and establishment of participation goals to correct the effects of under-utilization. In purchasing and contracting activities and practices the Authority will not discriminate on the basis of race, sex, color, or national origin in the making of purchases or awarding of contracts.

6. Equal Employment Opportunity and Non-Discrimination in Personnel Matters.

The Authority shall provide employment free from any form of discrimination due to race, sex, color, religion, national origin or age. Toward this end, the Authority shall maintain and operate in accordance with an affirmative action plan approved by the Counties which identifies procedures, practices and policies which inhibit equal employment opportunity; and which defines specific activities to eliminate such procedures, practices and policies within reasonable time limits.

7. Employee Rights. Representatives of the Authority shall meet and confer with employees of the Authority with respect to the rights, benefits, and working conditions of employees, through individual and/or collective representation as selected by the employees. Where agreements are reached pertaining to disputes, the same shall be reduced to writing. The Counties and their representatives shall not be involved in any labor disputes, and shall not attempt to influence management of the Authority with respect to the matter of employee benefits, rights, or working conditions. There shall be no discrimination against any employee because of the fact that such employee is a member of a labor organization nor shall members of a labor organization receive any advantage or preferential treatment of any kind over those employees who are not members of a labor organization. No employees shall be required, as a condition of employment with the Authority, to become or remain a member of a labor organization.

8. Patient Rights. Consonant with the basic rights of human beings to maintain the opportunity for the expression of

personal dignity, the Authority shall provide an environment in which the patient is reasonably informed as to such patient's rights and responsibilities. Grady Memorial Hospital has a "Statement of Patient Rights and Responsibilities" (adopted 12/29/78, reviewed 1/13/83) which is posted at the Hospital and provided to admitted patients. The Authority agrees to maintain in effect such Statement, or a similar such statement, as to patient rights.

B. Renovations, New Facilities and Projects
Constructed by the Authority.

In order to carry out its obligations under this Agreement and to fulfill its purposes under the Hospital Authorities Law, it is anticipated that during the term of this Contract it will be necessary for the Authority to obtain funds beyond those available from ordinary operating income with which to acquire, construct, alter, repair, renovate, improve and equip existing and additional facilities and projects for use in rendering adequate medical care and hospitalization to the indigent sick of the Counties. It will undertake to carry out such alterations, repairs, renovations and improvements and to make such acquisitions and to construct and equip such new facilities as may be determined necessary for such purposes. In order to obtain funds with which to carry out the foregoing, it is anticipated that the Authority will issue its revenue obligation from time to time as approved by the Counties. Should the issuance of such revenue obligation be deemed appropriate by all the parties to this Contract, applicable resolutions and amendments to this Contract or separate agreements shall be approved to provide for the specifics of such issuance. The Authority agrees to provide long-range plans to the Counties from time to time so that the requirements of such financing will be anticipated, at least one year in advance.

C. Participation of Emory and Morehouse
Medical Schools.

Pursuant to contractual arrangements between the Authority and Emory University, the University, through its Medical School, has, for three decades, provided professional

supervision of the Residency Programs at Grady Memorial and participated in teaching programs at such Hospital. It is anticipated that a similar arrangement with the Emory University School of Medicine will continue under a new contract and that the Morehouse School of Medicine will participate in the teaching programs at Grady pursuant to the "Statement by Emory University School of Medicine and the Morehouse School of Medicine on their Undergraduate Medical Education Programs", dated March 2, 1984, attached hereto, which Statement the parties thereto have agreed to review every five years.

ARTICLE III.

Obligation of Counties.

The Counties agree each with the other and with the Authority:

A. Use of Facilities of Authority.

For and during the term of this Contract each of said Counties will cause its indigent sick to use the facilities of said Authority as reasonably necessary to support the Authority's facilities.

B. Financing of New Facilities and Project Constructed by Authority.

1. The Counties agree to provide sums for debt service required on revenue bonds or obligations issued by the Authority to obtain funds with which to acquire, construct, alter, repair, renovate, improve and equip adequate hospital facilities and projects for use in rendering medical care and hospitalization to the indigent sick of the Counties to the extent approved by past or future resolutions of their governing authorities and amendments to this Contract.

C. Operating Costs of Facilities and Payment Therefor.

1. Counties to Provide Operating Expense and Costs.

During the term of this Contract, that is to say, from January 1, 1984 through December 31, 2013, in addition to the amounts set forth in Article III.B.1., the Counties will pay in and for each calendar year to the Authority for the use of services and facilities of the Authority and to provide for operating expenses and costs, an amount to be determined and paid in the following manner:

~~1a) Annual Budget of the Authority.~~

The Authority shall make up a ~~proposed~~ budget in November in each year for the next succeeding calendar year, in conformity with the Hospital Authorities Law of Georgia and consistent with the provisions of this Contract. ~~Such proposed budget~~ shall contain an estimate of (1) the operating expenses and costs for the next calendar year, (2) revenues received from hospital services and operations, (3) other funding to be received from sources other than the Counties, and (4) the contributions required during the year from the Counties to supply funds to the Authority with which to pay or provide such operating expenses and costs of the Authority. The Authority shall promptly transmit a copy of such proposed budget to each of the Counties and each County shall consider the same for approval. If either County shall decline to tentatively approve its proposed participation in the budget, such County shall indicate, within thirty (30) days, by written communication to the other County and the Authority, the amount such County proposes as its contribution. If either County shall so decline to approve the proposed budget as to such County's contribution, representatives of the Counties and the Authority shall meet within fifteen (15) days to discuss the contributions from the Counties to the budget and submit their findings to the respective Boards of Commissioners for approval, and the Authority shall, within twenty (20) days after the approval of both Boards of Commissioners, adjust its proposed budget to meet the contributions approved by the Counties.

The Authority agrees that it will not make expenditures for the current year in excess of the funds for operations included in the budget approved by the Counties for the current year.

When the budget is approved by the Counties, the Authority shall allocate the operating funds estimated to be spent each month of the calendar year for operations for hospital control purposes and will agree to operate the hospital within the total budget for the year.

Should emergencies, abnormal conditions, or other causes occur making it absolutely essential that the Authority request the Counties to provide additional hospital operating funds, such requests should be fully justified including facts to substantiate such requests for additional funds and a statement to the effect that the additional funds could not have been anticipated or reasonably expected to arise.

The Authority shall not receive funds from the Counties in excess of the amounts shown in such budget during the year from the Counties. In the event the Authority shall expend less than the amount approved for the budget for any year, the Counties shall be credited, as an overpayment on the amount of their required contributions for their prorata share of the figure representing the difference between the amount budgeted and the amount expended by the Authority, and such credit shall be applied as set out in subparagraph (d), provided the payments of the Counties were made on the basis of the Authority expenditures budgeted and not actually made.

(b) Obligation of Counties for
Contributions to the Authority.

The Counties shall pay to the Authority the contributions required by them to be paid as established by the annual budget of the Authority, as finally adopted, in order to assist in paying the operating expenses and costs of the Authority, excluding debt service to be paid as provided in Article III.B. Such sums shall be apportioned between the Counties in the ratio which the patient days furnished to eligible patients from each County in such year bears to the total number of patient days furnished to eligible patients from both Counties in such year.

(c) Counties to Make Tentative Monthly Payments;
Methods of Estimating.

The Authority, in making up its budget for 1984 and subsequent years, shall use as a basis in estimating the contributions of each County the ratio of patient days of eligible patients from each County during the first ten (10) months of the preceding year to the total number of patient days

furnished to eligible patients from both Counties during the first ten (10) months of such year; it being expressly agreed that such ratio is for the purpose of determining monthly payments to be made by each County hereunder and that the same shall be revised and final settlement made in accordance with the actual ratio which shall be ascertained from the official annual audit of the Authority for the year thus budgeted.

(d) Installments.

Beginning in 1984, the estimated contributions for each County to the Hospital Authority ascertained as aforesaid shall be paid to the Authority by each County in twelve (12) equal monthly installments, one such installment payable on or before the tenth (10th) day in each month, and subject to final adjustment as hereinafter provided. Credits to the Counties for any previous overpayments shall be made by adjustment to such monthly installments during the succeeding year.

(e) Final Determination of Amount
Pursuant to Audit.

The Official Annual Audit of the Authority, which shall include the financial statements of the Authority prepared in accordance with generally accepted accounting principles, for each year shall serve as the basis for making the calculations of actual final payments due by the Counties to the Authority as required by the Contract, and thus for making such adjustment, if any, as shall be appropriate as between the Counties; provided, however, the Counties reserve the right to examine any and all records of the Authority used in making such determination by either their own staffs or independent auditors, and to obtain adjustments to such calculations as may be jointly agreed.

D. Levy of Taxes.

Each of said Counties does irrevocably pledge itself to the extent authorized by law in the performance under this Contract to at all times levy taxes as may be required and necessary to make the payments of the Counties to the Authority as required by this Contract, and in the aggregate payments to be made by both Counties to be sufficient to enable the Authority to

pay its obligations, including debt service, expenses and costs arising in connection with its facilities and projects and its operation thereof pursuant to this Contract with said Counties, and to be sufficient to finance the operations of the Authority as provided in said Contract; provided, however, at no time shall the amount required of either County exceed the amount which such County may levy and collect in taxes under the Constitution and statutes of the State of Georgia as now in force or hereafter amended.

ARTICLE IV.

General Covenants.

It is mutually agreed:

A. That the operation of the Authority shall be on as economical a basis as consistent with good hospital practice and it is contemplated that the Authority will operate and maintain the hospital and hospital facilities and will pay its costs and expenses and pay its obligations from funds derived as provided in Article III of this agreement and from funds received for services from any other source, and the undertaking shall not be operated for a profit and any such sums received over and above debt service, operation and maintenance costs and expenses and other required reserves, whether by payments from the said Counties or from other sources, shall inure to the benefit of said Counties; provided, however, the Authority shall not be obligated to appropriate or use any funds received from gifts, grants or sources other than in payment for hospital services to pay for operating expense, debt service or capital retirement funds, but all such sums received from any source other than payments by the Counties and in payment for hospital services may be appropriated in the discretion of the Authority for any purpose including reserve and capital investment, as well as any other purpose.

B. That "indigent sick" is construed to mean such persons living in the corporate limits of the County of Fulton and the County of DeKalb as now constituted or hereafter extended that may be certified by the Authority as being entitled to

receive the services of the Authority. The services of the Authority and medical attention herein referred to is construed to mean the usual care rendered to patients in hospitals, such as food, general nursing care and supervision, but not a special nurse; use of operating room and facilities, laboratories, x-ray facilities and x-ray treatment; use of the usual and customary outpatient clinical services and facilities.

C. "Debt service" shall mean the amount or amounts required for the repayment of any sum or sums borrowed and interest thereon, not including bank loans payable within the year such loan is made, and shall include the payment of principal of and interest on as well as any reserves required of the Authority in the issuance of any revenue anticipation certificates which may at any time during the life of this Contract be issued by the Authority.

D. The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth verbatim herein. All powers, privileges, duties, and rights that may be conferred upon, possessed by or applicable to an Authority thereunder are hereby made applicable to the Authority unless from express provision or context the contrary clearly appears in this Contract.

E. Should any phrase, clause, sentence, paragraph or article of this Contract be invalid or unconstitutional, it shall in no wise affect the remaining provisions, but the remaining provisions shall remain in full force and effect.

F. This Contract shall not be construed as adversely affecting the rights of third parties under the Contract between the Counties and the Authority dated the 13th day of November, 1953, and such rights, if any, shall be respected and the parties agree hereunder that the duties due to such parties shall be performed as required under such agreement.

G. This agreement may be modified or amended in any particular upon all parties assenting thereto, provided that such modification or amendment shall in no respect adversely affect the rights of third parties. While this Contract is between the

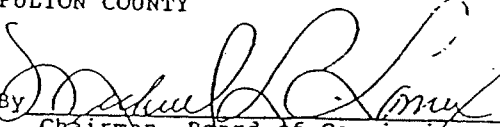
parties hereto, it is hereby acknowledged that the holder of any revenue certificate of the Authority has an interest herein, and the parties hereto covenant that this Contract cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such holder.

H. In the event of the dissolution of the Authority or the termination of this Contract, the reversionary interests of the respective Counties to the Contract in all of the properties of the Hospital Authority, acquired with funds provided by the Counties shall be owned by the respective Counties in the same proportion as their capital contributions bear to the capital contributions of both Counties.

I. The Authority has separate agreements with the appropriate County for the operation and funding of Satellite Clinics and special ambulance service arrangements. This Contract does not purport to cover or pertain to the operation or funding of these services which will continue to be the subject matter of separate agreements and separate funding.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Contract to be executed in triplicate the day and year first above written.

FULTON COUNTY

BY 
Chairman, Board of Commissioners

ATTEST:

ITEM # 25 SM 61201 87 A.M.


Clerk

(SEAL)

Approved as to form

FULTON COUNTY LEGAL DEPARTMENT

By 
COUNTY ATTORNEY

DEKALB COUNTY

By Manuel J. Nebof
Chairman, Board of Commissioners

ATTEST:

David A. Jern
Clerk

(SEAL)

THE FULTON-DEKALB HOSPITAL AUTHORITY

By Edouard Klein
Chairman, Board of Trustees

Wm. C. J.
Secretary, Board of Trustees



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:*Mental Health / Substance Abuse*

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Fund

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Cedric Hudson, Long Range Administrator**
Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: DEKALB COUNTY

Service: Welfare

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

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

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

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

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

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

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

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

☒ No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General & State Funds

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

The service arrangement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

None needed

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:DEKALB COUNTY

Service:Senior Services

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

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

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

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

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

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

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
DeKalb County	General Funds

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

Service agreement has been revised to reflect the creation and inclusion of the City of Brookhaven.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

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

7. Person completing form: **Cedric Hudson, Long Range Administrator**

Phone number: **404-371-2155** Date completed: January 2015

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:

This CONTRACT dated the 1st day of July, 1999, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the "COUNTY"), and Senior Connections, Inc. a not-for-profit corporation, chartered in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter sometimes referred to as "CORPORATION").

WITNESSETH:

I.

CORPORATION agrees to provide services as stated on Exhibit A which is attached hereto and by reference made a part hereof.

II.

CORPORATION agrees to submit a budget acceptable to the COUNTY showing the planned expenditures of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with good accounting practices, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof. Budget revision requests must be submitted by the CORPORATION in writing and are subject to approval by the Chief Executive Officer.

III.

CORPORATION shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees

III. (Continued)

and property of the COUNTY. CORPORATION shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of CORPORATION, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The CORPORATION expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

IV.

Precedent to the execution of this CONTRACT, CORPORATION shall furnish the following to the COUNTY.

- A. Certificates of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
 - 1. Statutory Workers' Compensation Insurance, or proof that CORPORATION is not required to provide such coverage under state law;
 - 2. Comprehensive Liability Insurance covering all operations and automobiles:
 - a. With limit of \$300,000 each occurrence for bodily injury - general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence - automobile liability coverage.

IV. (Continued)

- b. With limit of \$100,000 Property Damage each occurrence - general liability coverage and automobile liability coverage.
3. Fidelity Bond coverage in an amount not less than \$75,000. Surety company shall be acceptable to the COUNTY.
- B. Certificates of Insurance must be executed in accordance with the following provisions:
 1. Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;
 2. Certificates to contain the locations and operations to which the insurance applies;
 3. Certificates to contain CORPORATION'S protective coverage for any subcontractor's operations;
 4. Certificates to contain CORPORATION'S contractual insurance coverage.
 5. Certificates to be **issued** to:

DeKalb County, Georgia
The Maloof Center, Room 202
1300 Commerce Drive
Decatur, Georgia 30030.
- C. CORPORATION shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- D. CORPORATION agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

V.

The COUNTY agrees that it will pay to CORPORATION an amount not to exceed \$673,038 for services rendered under the terms of this CONTRACT. The above amount shall be reduced by any monies paid to the CORPORATION by the COUNTY pursuant to the authorization of the DeKalb County Board of Commissioners on December 22, 1998.

V. (Continued)

All payments will be made upon receipt of request for payment submitted to the Finance Director. An audit will be conducted by CORPORATION'S Independent Auditor immediately following calendar year end to determine if any of the \$673,038 remains unspent. If so, funds will be accounted for and returned to the COUNTY.

VI.

The COUNTY designates the Director of DeKalb County Finance Department as its point of contact, coordinator, and liaison person with CORPORATION in the execution of the terms of this CONTRACT.

VII.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

VIII.

The COUNTY may **unilaterally** terminate this CONTRACT, in whole or in part, for the COUNTY'S convenience, or because of failure of the CORPORATION to fulfill the CONTRACT obligations **in any respect**. The COUNTY shall terminate by delivering to the CORPORATION, with at least thirty (30) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

IX.

This CONTRACT will remain in effect from January 1, 1999 until midnight of

IX. (Continued)

December 31, 1999 at which time it shall become null and void unless it shall sooner have been terminated, modified, or amended under the terms and conditions set forth herein.

X.

It is agreed between the COUNTY and CORPORATION that the CONTRACT shall be executed in an original and two (2) copies, any one of which may be used for any purpose for which the original may be used.

XI.

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses.

CORPORATION

Senior Connections, Inc.
P. O. Box 1667
Decatur, Georgia 30031

COUNTY

DeKalb County, Georgia
The Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

XII.

It is the intent of the parties that nothing contained herein shall be interpreted to assign to CORPORATION any status under this CONTRACT other than that of an independent contractor.

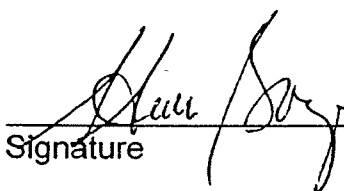
XIII.

This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

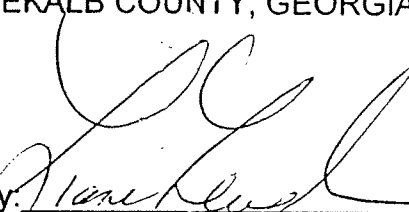
XIV.

The parties agree that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled, and defined by and under the laws of the State of Georgia.

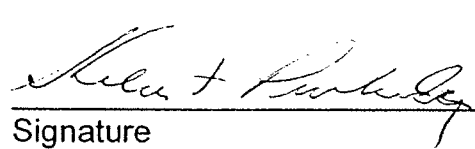
SENIOR CONNECTIONS, INC.

By:  (Corporate Seal)
Signature
Steve Brazen
Name (Typed or Printed)
Executive Director
Title

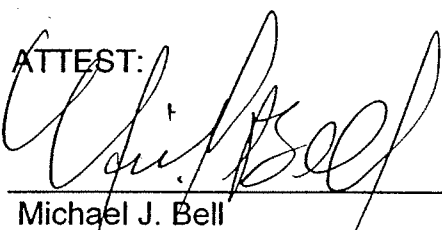
DEKALB COUNTY, GEORGIA

By:  (Seal)
Liane Levetan
Chief Executive Officer,
DeKalb County, Georgia

ATTEST:


Signature
Helen Penhale
Name (Typed or Printed)
Secretary
Title

ATTEST:


Michael J. Bell
Ex Officio Clerk of the
Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

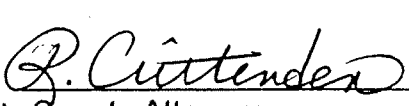
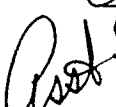

County Attorney


Exhibit A

Statement of Services

SENIOR CONNECTIONS, INC.

CORPORATION agrees to function in DeKalb County as the focal point for coordinating, planning, and delivering human services for residents of the County who are sixty years of age or older. CORPORATION agrees to provide the following services with County funds:

1. Case Management

This program provides for trained social worker staff to work with clients and their families to identify service needs and to arrange assistance through appropriate community resources. The Social Workers assist in client assessments and care plan development; act as a service broker to arrange for all necessary services; monitor services; coordinate service delivery among providers; and periodically review care plans to assure that services are appropriate to level of needs. Approximately 211 people will be served annually with County funds providing support for approximately 18 people. Approximately 211 assessments/care plan reviews will be conducted with County funds providing support for approximately 18 assessments/care plan reviews.

2. Congregate Meals/Senior Centers

This program provides hot, nutritious meals five days a week in a community facility where clients can also receive a range of social and health - related services. CORPORATION currently operates 5 senior centers in DeKalb County. Each center provides a range of programs and activities including information programs, shopping assistance, health and welfare counseling, nutrition education, health screening, continuing education, and leisure. Approximately 288 people will be served annually with County funds providing support for approximately 121 people. Approximately 36,586 meals will be served annually with County funds providing support for approximately 13,053 meals.

3. Information and Referral

This program provides information, referral, and follow-up on all resources which are available to DeKalb's elderly population. Operated out of the CORPORATION'S Central Office, staff for this service link callers with service providers which can address the full array of a client's needs and also follow up to assure the client does receive the necessary services. Approximately 3,636 calls will be received annually with County funds providing support for approximately 1,334 calls. Approximately 4,687 contacts will be made to arrange services with County funds providing support for 1,616 contacts.

4. In-Home Services

This program provides homemaker, respite, and personal care services. These intervention services are for elderly individuals who can no longer perform all the tasks that are necessary to continue living in a clean environment or keep themselves personally clean. Homemaker services include home management, household tasks and housekeeping tasks. Respite provides rest from the physical and emotional demands of care giving and is intended to strengthen the care giver and prolong their ability to maintain their loved one at home. Personal Care services include providing such tasks as bathing, toileting, grooming, etc. Approximately 99 clients will be served annually by the In-Home services program with County funds providing support for approximately 10 clients. Approximately 54,055 hours of service will be provided by the In-Home services program with County funds providing support for 937 hours.

5. Meals on Wheels/Home-Delivered Meals

This program provides home-delivered meals and nutritional supplements that meet one-third of the daily food requirement for adults. Most meal recipients receive meals five days per week but if appropriate, they can receive meals for seven days per week and /or two meals per day. Most clients receiving nutritional supplements receive two cases of forty-eight cans of the supplements per month, but can receive more if approved. Shelf-stable and frozen meals are provided to meal recipients for weather emergencies and some holidays when the agency is closed. Some volunteer groups and/or individuals prepare and deliver meals for weekends and holidays. Approximately 566 people will be served annually with County funds providing support for approximately 276 people. Approximately 123,976 meals will be served annually with County funds providing support for approximately 46,475 meals.

6. Transportation

This program includes fixed route and demand-responsive transportation to assist older persons to access the CORPORATION'S centers and other community resources. Service is provided through the use of 28 state-owned vehicles which are operated by the CORPORATION. Transportation services include daily transportation to and from the CORPORATION'S service centers, medical transportation, and periodic trips for shopping assistance, bill-paying, food stamp pick-ups, and recreational trips. Eight (8) vans are stationed at the centers that are used for daily transportation to and from the centers as well as trips for shopping and recreation purposes. Four (4) vans are assigned to the Lithonia Center as food delivery vehicles. One-37 passenger bus and two-20 passenger mini buses are used for group trips. Nine (9) vans are utilized for medical dialysis appointments. Four (4) vans are used for back-up when other vans are being repaired.

Approximately 409 people will be served annually with County funds providing support for approximately 132 people. Approximately 68,071 one-way trips will be provided with County funds providing support for approximately 22,689 trips.

Periodic program reviews of services provided under this contract may be performed by the DeKalb County Human Services Coordinating Committee.

The CORPORATION is to submit a Quarterly Programmatic Report, in duplicate, to the Finance Department at the end of each quarter.

CERTIFICATE OF CORPORATE RESOLUTION

I, Helen Penhale, certify the following:

That I am the duly elected and authorized Secretary of Senior Connections, Inc.
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do
business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the
corporation, duly authorized and directed Steve Brazen, in his
official capacity as Executive Director of the corporation, to enter into and execute the
following described agreement with DeKalb County, a political subdivision of the State of Georgia:
An agreement whereby the corporation agrees to function in DeKalb County as the focal point for
coordinating, planning, and delivering human services for residents of the County who are sixty
years of age or older in compensation for which DeKalb County agrees to pay to the corporation
an amount not to exceed Six Hundred Seventy-Three Thousand Thirty-Eight Dollars (\$673,038);

That the foregoing Resolution of the Board of Directors has not been rescinded, modified,
amended or otherwise changed in any way since the adoption thereof, and is in full force and
effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the 30 day of March, 19 99.

Helen + Penhale (CORPORATE SEAL)
(Secretary)

AFFIDAVIT

STATE OF GEORGIA

COUNTY OF DEKALB

Comes now affiant, Steve Brazen, who, after being duly sworn deposes and states as follows:

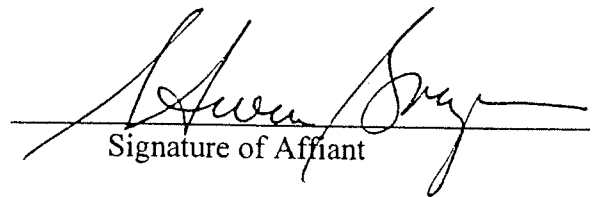
1. I am Steve Brazen, Executive Director, of Senior Connections, Inc.

2. I will not use any subcontractors in the performance of the contract for coordinating, planning, and delivering human services for residents of DeKalb County who are sixty years of age or older.

(Inv. No. / RFP No. / Contract No. Pending).


3. In the event that I decide to use subcontractors in the performance of the above cited contract, I will furnish to DeKalb County evidence of protective coverage for any subcontractor's operations prior to subcontractor performing any work.

Further affiant saith not.


Signature of Affiant

Sworn to and subscribed before me this

30 day of June, 19 99.


Notary Public (Seal)

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires November 8, 2002



SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: DeKalb County

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

None

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

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

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

NOTE:

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

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

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

Phone number: **404-371-2789** Date completed: January 2015

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

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

ANDREW BAKER, AICP, DIRECTOR OF PLANNING AND SUSTAINABILITY, 404-371-2155

ATTACHMENT B

Summary of Process to Resolve Disputes Over Land Use Classification for Annexed Areas

The County and Cities agree to resolve disputes over land use classification for annexed areas pursuant to the procedure set forth in state law, O.C.G.A. § 36-36-110 *et seq.*

ATTACHMENT C

The County provides water and sewer service in the unincorporated and incorporated areas, except for the City of Atlanta, and therefore ensures that all applicable service is consistent with all applicable land use plans and ordinances. These services are provided by DeKalb County as an enterprise fund paid for by user fees. There is no fee differential between customers living in incorporated cities and unincorporated DeKalb County. Atlanta provides water and sewer service in the City of Atlanta and does not provide any extraterritorial water and sewer service in DeKalb County.



JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>DEKALB COUNTY</u>	Interim Chief Executive Officer	Lee May	<i>Lee May</i>	12-11-14



SERVICE DELIVERY STRATEGY FORM 4: Certifications

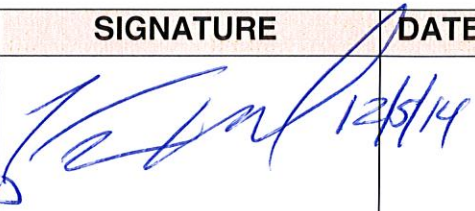
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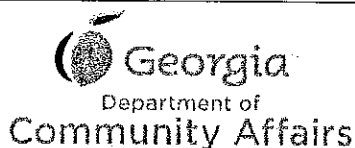
This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: DEKALB

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF ATLANTA</u>	Mayor	Kasim H. Reed M. KASIM REED		12/5/14



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

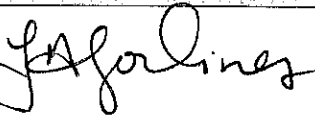
Instructions:

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3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>AVONDALE ESTATES</u>	Temporary Mayor Pro Tem	Lindsay Forlines		11.17.14



JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF BROOKHAVEN</u>	Mayor	J. Max Davis		11/10/14

CITY/COUNTY:



SERVICE DELIVERY STRATEGY

FORM 4: Certifications


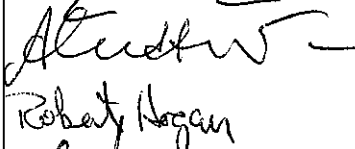
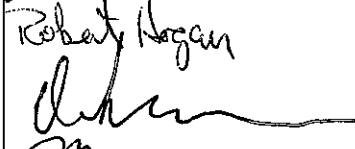
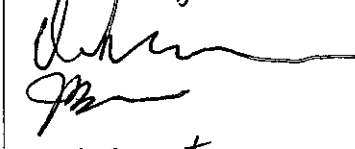
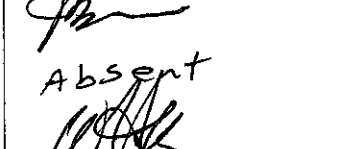
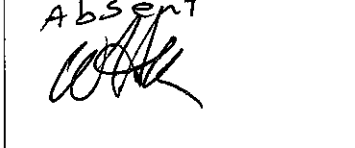
Instructions:

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COUNTY: DEKALB

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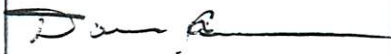
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3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF CLARKSTON</u>	MAYOR	TED TERRY		11/25/14
	VICE-MAYOR	AHMED HASSAN		11/25/14
	COUNCIL	ROBERT HOGAN		11/25/14
	COUNCIL	DEAN MOORE		11/25/14
	COUNCIL	JEAN BROWN		11/25/14
	COUNCIL	DIANNE LEONETTI	Absent	11/25/14
	COUNCIL	WARREN HADLOCK		11/25/14



COUNTY:



JURISDICTION	TITLE	NAME	SIGNATURE	DATE
City of Doraville	Mayor	Donna Pittman		12.1.14

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF DUNWOODY</u>	Mayor	Michael G. Davis		11-10-20



SERVICE DELIVERY STRATEGY
FORM 4: Certifications

Instructions:

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COUNTY: DEKALB

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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>CITY OF PINE LAKE</u>	Mayor	Kathie deNobriga	<i>Kathie deNobriga</i>	10/10/14



COUNTY: DEKALB COUNTY

RESOLUTION

**A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY
FOR DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.**

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the “Cities”) to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

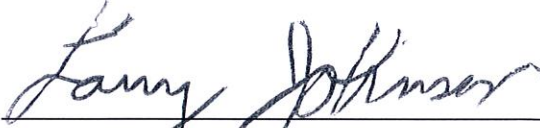
December 9, 2014

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of DeKalb County, and it is hereby resolved by authority of the same, that DeKalb County adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The Chief Executive Officer is authorized to execute all necessary documents so long as they substantially comply with this resolution.

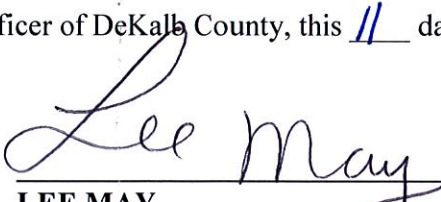
BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Board of Commissioners of DeKalb County this 9 day of December 2014.



LARRY JOHNSON, MPH
Presiding Officer
Board of Commissioners
DeKalb County, Georgia

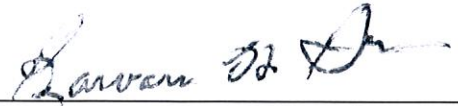
APPROVED by the Chief Executive Officer of DeKalb County, this 11 day of December 2014.



LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

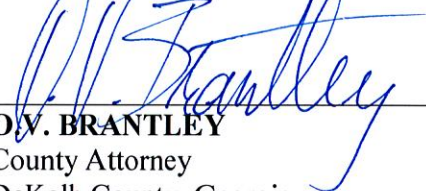
December 9, 2014

ATTEST:



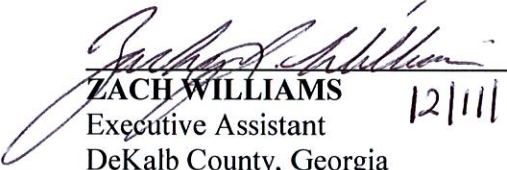
BARBARA H. SANDERS, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer of
DeKalb County, Georgia

APPROVED AS TO FORM:



O.V. BRANTLEY
County Attorney
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:



ZACH WILLIAMS 12/11/2014
Executive Assistant
DeKalb County, Georgia

14-P-4495

14-P-4495
(Do Not Write Above This Line)

A RESOLUTION
BY: FINANCE/EXECUTIVE
COMMITTEE

A RESOLUTION TO REVISE THE
SERVICE DELIVERY STRATEGY
AGREEMENT BETWEEN THE
CITY OF ATLANTA AND DEKALB
COUNTY, GEORGIA TO REFLECT
THE CREATION OF THE CITY OF
BROOKHAVEN, AND FOR OTHER
PURPOSES.

ADOPTED BY

DEC 01 2014

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:
Date Referred
Referred To:

Committee
Date
Chair
Referred To

Committee
Date
Chair
Referred To

11-25-14
Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Chair

Refer To

Refer To

Committee

Date

Chair

Action
Fav, Adv, Hold (see rev. side)
Other

Members

Refer To

Refer To

Refer To

FINAL COUNCIL ACTION

- ☐ 2nd
- ☐ 1st & 2nd
- ☐ 3rd
- ☐ Consent
- ☐ V Vote
- ☐ RC Vote

CERTIFIED
DEC 01 2014

ATLANTA CITY BOARD PRESIDENT

Chair

CERTIFIED
DEC 01 2014

Mayor's Action
MAYOR'S ACTION

APPROVED

DEC 09 2014

MAYOR

Substitute C

14-R-4495

A RESOLUTION

BY: FINANCE/EXECUTIVE COMMITTEE

Full Council

**A RESOLUTION TO REVISE THE SERVICE DELIVERY STRATEGY
AGREEMENT BETWEEN THE CITY OF ATLANTA AND DEKALB
COUNTY, GEORGIA TO REFLECT THE CREATION OF THE CITY OF
BROOKHAVEN, AND FOR OTHER PURPOSES.**

WHEREAS, O.C.G.A. § 36-70-21 requires counties and municipalities to execute an agreement for the implementation of a local government service delivery strategy ("SDS" or "SDS Agreement" as the content requires); and

WHEREAS, O.C.G.A. § 36-70-24(1) generally provides that the SDS must promote the delivery of local government services in the most efficient, effective, and responsive manner, including the identification of steps to be taken to remediate or avoid overlapping and unnecessary competition and duplicating of services delivery; and

WHEREAS, O.C.G.A. § 36-70-25 provides that the county and each municipality within the county shall participate in the development of the SDS and which shall be approved by the adoption of a resolution by: the county governing authority; the governing authority of each city within the county which has a population of 9,000 or greater within the county; the city which serves as the county seat; and by no less than 50% of the remaining cities which have a population of at least 500 persons within the county; and

WHEREAS, pursuant to O.C.G.A. § 36-70-25, DeKalb County must file the adopted SDS with the Georgia Department of Community Affairs ("DCA") which must in turn verify that the SDS includes the required components enumerated in O.C.G.A. § 36-70-23 and the minimum criteria enumerated in O.C.G.A. § 36-70-24; and

WHEREAS, O.C.G.A. § 36-70-27 provides that no state administered financial assistance or grant, loan, or permit shall be issued ("sanctions") to any local government or authority which is not included in a DCA verified SDS or for any project which is inconsistent with such SDS; and

WHEREAS, most recently pursuant to Resolution 10-R-2112, the City entered into an SDS Agreement with DeKalb County and its other then-existing municipalities (Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake, and Stone Mountain) (collectively "the Cities"); and

WHEREAS, since that time, the General Assembly created the City of Brookhaven and the Georgia Department of Community Affairs ("DCA") has notified DeKalb County and the Cities that with the City of Brookhaven becoming a full functioning municipal corporation on December 17, 2014, DeKalb County and the Cities (including City of Brookhaven) must revise its countywide SDS to reflect the creation of the City of Brookhaven and to do so prior to December 17, 2014.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES to revise the Service Delivery Strategy Agreement between the City of Atlanta and Dekalb County in the form on file with the Municipal Clerk and incorporated herein by reference and summarized in matrix format attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the Mayor is authorized to sign all necessary documents and certifications required by applicable statute or DCA regulation, including but not limited to, the acknowledgment and certification attached hereto as Exhibits "B" and "C" respectively.

BE IT FINALLY RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed.

A true copy,

Rhonda Daughlin Johnson
Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED by Mayor Kasim Reed

DEC 01, 2014
DEC 02, 2014

A RESOLUTION

A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY WITH DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") have worked together to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

WHEREAS, DeKalb County and the City of Avondale Estates have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

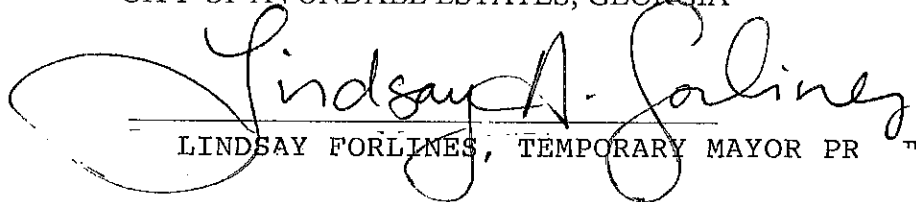
NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor & Commissioners of the City of Avondale Estates, and it is hereby resolved by authority of the same, that the City

hereby adopts as its service delivery strategy with DeKalb County the documents attached hereto and entitled as "Avondale Estates and DeKalb Service Delivery Strategy (SDS) Acknowledgement Form 2014". Such strategy shall remain in force and effect until October 31, 2016 or until it is duly amended by the parties. The City Manager is authorized to execute all necessary documents so long as they substantially comply with this resolution.

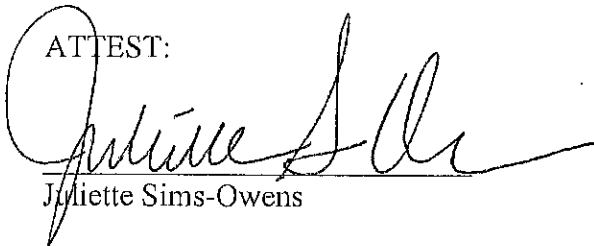
BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Avondale Estates Board of Mayor and Commissioners this 17th day of November 2014.

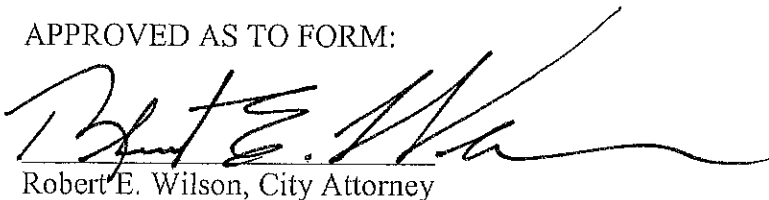
BOARD OF MAYOR AND COMMISSIONERS
CITY OF AVONDALE ESTATES, GEORGIA


LINDSAY FORLINES, TEMPORARY MAYOR PR ^{11 PM}

ATTEST:


Juliette Sims-Owens

APPROVED AS TO FORM:


Robert E. Wilson, City Attorney

**RESOLUTION TO ADOPT THE RENEWED AND REVISED SERVICE DELIVERY
STRATEGY FOR DEKALB COUNTY, GEORGIA, TO INCLUDE THE CITY OF
BROOKHAVEN AND FOR OTHER PURPOSES.**

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy represented by the

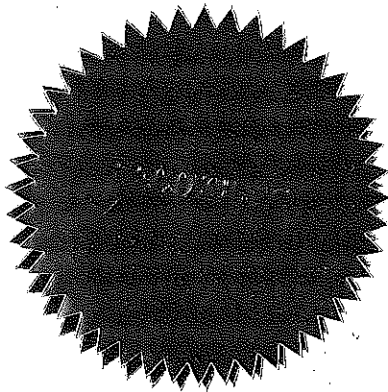
summary matrix attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of City of Brookhaven, and it is hereby resolved by authority of the same that DeKalb County's 2014 Renewed and Revised Service Delivery Strategy Matrix for the City of Brookhaven, Georgia summarizes the Service Delivery Strategy for DeKalb County as it pertains to the City of Brookhaven. Such strategy shall remain in force and effect until October 31, 2016. The DeKalb County Chief Executive Officer and the City of Brookhaven are authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the City of Brookhaven this 18th day of November, 2014.



Approved:

J. Max Davis, Mayor

Approved as to form:

Thompson Kurrie, Jr., City Attorney

ATTEST

Susan Hiott, City Clerk

City of Brookhaven
DeKalb County and Custodian
I, Susan D. Hiott, City Clerk of the City of Brookhaven,
do hereby certify that the within and foregoing
of the Official Records of the City of Brookhaven
do hereby certify that the within and foregoing
is a true, complete and correct copy of the original
original document as appears by the Clerk
on file and of record in the office of the Clerk
of the City of Brookhaven, Georgia consisting
of _____ pages.
Witness my hand and seal of the City
this _____ day of _____
year _____
Susan D. Hiott, City Clerk and Custodian of
The Official Records of the City of Brookhaven

RESOLUTION 2014-

STATE OF GEORGIA CITY OF CHAMBLEE

A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA AND THE CITY OF CHAMBLEE, AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

WHEREAS, DeKalb County and the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain have participated in the revision and development of a service delivery strategy; and,

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

- 1) the county governing authority; and,
- 2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
- 3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
- 4) no less than 50% of the remaining municipalities within the county which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

WHEREAS, the local government service delivery strategy agreement must be approved by the City of Chamblee; and,

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by the City of Chamblee on August 17, 1999 and additional resolutions extending the local government service delivery strategy were subsequently adopted; and,

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy summarized in the document "Attachment B" which follows and is part of this resolution; and,

WHEREAS, if a service delivery strategy is not adopted before December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-25.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Chamblee, Georgia, and it is hereby resolved by authority of the same that the document known

RESOLUTION 2014-

STATE OF GEORGIA CITY OF CHAMBLEE

as the "Service Delivery Strategy for DeKalb County" is hereby adopted; and

BE IT FURTHER RESOLVED that such strategy shall remain in force and effect until October 31, 2016.

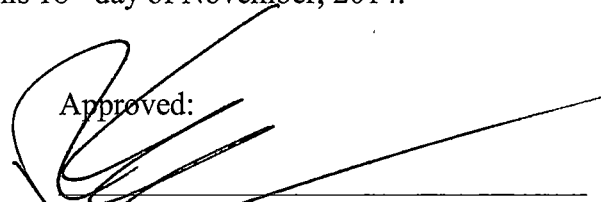
BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

ADOPTED by the Mayor and City Council, this 18th day of November, 2014.

Attest:


Emmie D. Niethammer, City Clerk (Seal)

Approved:


R. ERIC CLARKSON, Mayor

RESOLUTION

**A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY
FOR DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.**

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the “Cities”) to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

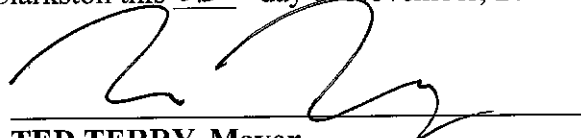
WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of City of Clarkston, and it is hereby resolved by authority of the same that the City of Clarkston adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The Mayor is authorized to execute all necessary documents so long as they substantially comply with this resolution.


BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the City Council of the City of Clarkston this 25th day of November, 2014.



TED TERRY, Mayor
City of Clarkston

ATTEST:



TRACY ASHBY, City Clerk

R-14-26
RESOLUTION

WHEREAS, O.C.G.A. § 36-70-1 et. seq. requires the adoption of local government service delivery strategy agreements by municipalities and counties; and,

WHEREAS, DeKalb County and the City of Brookhaven have participated in the revision of the service delivery strategy as a result of the incorporation of the City of Brookhaven; and,

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of the strategy shall be accomplished by adoption of a resolution by:

- 1) the DeKalb County governing authority; and,
- 2) the governing authority of municipalities within the county which have a population of 9,000 or more; and,
- 3) the municipality which serves as the county site, if not included in paragraph (2) of this subsection; and,
- 4) no less than 50% of the remaining municipalities within the county which contains at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and,

WHEREAS, the local government service delivery strategy agreement must be approved by the City of Decatur; and,

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities of Atlanta, Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain (the "Cities") was approved by the City of Decatur on August 16, 1999 and resolutions extending the local government service delivery strategy were adopted on October 16, 2006; August 20, 2007; October 15, 2007; October 6, 2008; April 6, 2009; October 19, 2009; April 19, 2010; and December 6, 2010; and,

WHEREAS, the City of Brookhaven, a municipality with DeKalb County, was incorporated on or about December 17, 2012 and such incorporation necessitates a revision to the countywide service delivery strategy; and,

WHEREAS, if a service delivery strategy is not adopted before December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

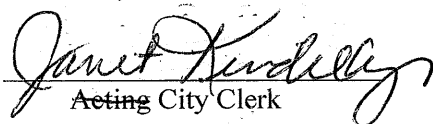
NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Commission of the City of Decatur, Georgia, and it is hereby resolved by the authority of the same that the "Service Delivery Strategy for DeKalb County" is affirmed as described by the "Decatur and DeKalb Service Delivery Strategy Acknowledgement Form 2014" attached as "Exhibit A"; and,

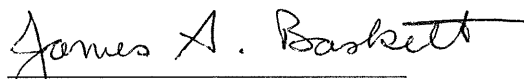
BE IT FURTHER RESOLVED that such strategy shall remain in force and effect until October 31, 2016; and,

BE IT FURTHER RESOLVED that any and all resolutions, or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon adoption.

This 1st day of December, 2014.

ATTEST:


Acting City Clerk


Mayor

RESOLUTION 2014-10

**A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY
FOR DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.**

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;**
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;**
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and**
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and**

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of DeKalb County, and it is hereby resolved by authority of the same, that DeKalb County adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The City Manager is authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

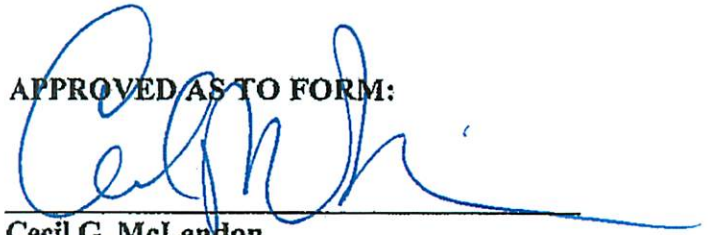
SO RESOLVED AND ADOPTED by the Mayor and City Council of the City of Doraville, this 1st day of December 2014.


Donna Pittman
Mayor

ATTEST:


Sandra Bryant
City Clerk

APPROVED AS TO FORM:


Cecil G. McLendon
City Attorney

**A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR
DEKALB COUNTY, GEORGIA AND THE CITY OF DUNWOODY, AND FOR
OTHER PURPOSES**

WHEREAS: O.C.G.A. § 36-70-1, *et. seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS: DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS: O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be established by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the County;
- (3) By the Municipality that serves as the DeKalb County site if not included in paragraph (2) of this subsection;
- (4) And by no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the County if not included in paragraph (2) or (3) of this subsection; and

WHEREAS: a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

WHEREAS: DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council for the City of Dunwoody that the City of Dunwoody adopts as its service delivery

strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The City Manager is authorized to execute all necessary documents so long as they substantially comply with this Resolution.

BE IT FURTHER RESOLVED, that any and all resolutions or any part thereof in conflict with this Resolution are hereby repealed. This Resolution shall be effective immediately upon its adoption.

SO RESOLVED AND EFFECTIVE, this 10th day of November, 2014.

Approved:



Michael G. Davis, Mayor

Attest:



Sharon Lowery, City Clerk (Seal)

RESOLUTION NO. 14-11-01

A RESOLUTION TO RENEW THE REVISED 2010 SERVICE DELIVERY STRATEGY WITH DEKALB COUNTY, GEORGIA

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Lithonia, Georgia, and it is hereby resolved by authority of the same that the City of Lithonia adopts as its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The Mayor is authorized to execute all necessary documents so long as they substantially

comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

This 3rd day of November, 2014.

BY AND FOR THE CITY OF LITHONIA, GEORGIA


DEBORAH A. JACKSON
MAYOR

ATTEST:

[SEAL]


CITY CLERK



APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. R-07-2014

**A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY
FOR DEKALB COUNTY, GEORGIA AND FOR OTHER PURPOSES**

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven, Chamblee, Doraville, Decatur, Dunwoody, Clarkston, Stone Mountain and Pine Lake (the “Cities”) to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010 and December 14, 2010; and

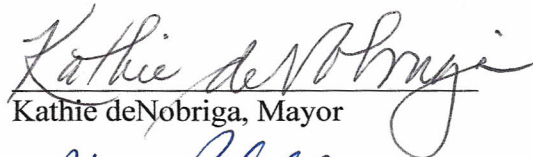
WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

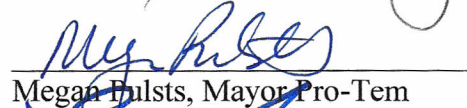
WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb county and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of §O.C.G.A. Section 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of DeKalb County, and it is hereby resolved by the authority of the same, that DeKalb County adopts its service delivery strategy the documents attached hereto and entitled as the "Service Delivery Strategy for DeKalb County." Such strategy shall remain in force and effect until October 31, 2016. The Chief Executive Officer is authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with the resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

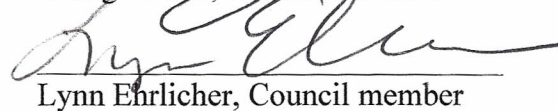
ADOPTED by the Mayor and Council of the City of Pine Lake this 10th day of November, 2014.


Kathie deNobriga, Mayor


Megan Fulsts, Mayor Pro-Tem

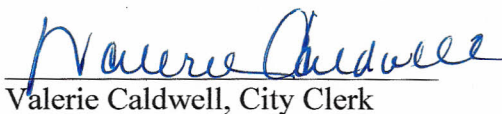

Erika Brown, Council member


George Chidi, Council member


Lynn Ehrlicher, Council member

Absent
Mike Stuckey, Council member

Attest:


Valerie Caldwell, City Clerk

RESOLUTION 2014-18

A RESOLUTION TO RENEW THE SERVICE DELIVERY STRATEGY FOR DEKALB COUNTY, GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-70-1 *et seq.* requires counties and municipalities to adopt a local government service delivery strategy; and

WHEREAS, DeKalb County has worked with the Cities of Atlanta, Avondale Estates, Brookhaven Chamblee, Doraville, Decatur, Dunwoody, Lithonia, Clarkston, Stone Mountain, and Pine Lake (the "Cities") to develop and revise a service delivery strategy; and

WHEREAS, O.C.G.A. § 36-70-25(b) provides that approval of a service delivery strategy shall be accomplished by adoption of a resolution:

- (1) By the DeKalb County governing authority;
- (2) By the governing authority of municipalities within DeKalb County which have a population of 9,000 or greater within the county;
- (3) By the municipality which serves as the DeKalb County site if not included in paragraph (2) of this subsection; and
- (4) By no less than 50% of the remaining municipalities within DeKalb County which contain at least 500 persons within the county if not included in paragraph (2) or (3) of this subsection; and

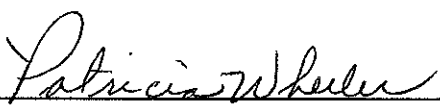
WHEREAS, a local government service delivery strategy between DeKalb County and the Cities was approved by DeKalb County on August 24, 1999 and renewed on October 25, 2005, October 24, 2006, August 28, 2007, October 23, 2007, October 31, 2008, April 30, 2009, October 31, 2009, April 27, 2010, and December 14, 2010; and

WHEREAS, DeKalb County and the Cities have reviewed and revised the previously adopted service delivery strategy and now seek to adopt the service delivery strategy attached hereto; and

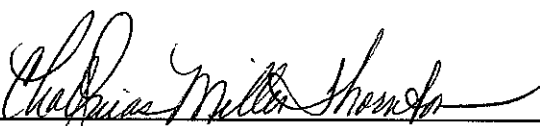
WHEREAS, if a service delivery strategy is not adopted prior to expiration of the current strategy, which occurs on or about December 17, 2014, DeKalb County and the Cities will become ineligible for state administered financial assistance, grants, loans, or permits until the first day of the month following verification of the updated strategy, pursuant to the terms of O.C.G.A. § 36-70-27;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Stone Mountain, Georgia, and it is hereby resolved by authority of the same, that the City of Stone Mountain adopts as its service delivery strategy the documents attached hereto and entitled as the "Stone Mountain and DeKalb County Service Delivery Strategy." Such strategy shall remain in force and effect until October 31, 2016. The Mayor is authorized to execute all necessary documents so long as they substantially comply with this resolution.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.



Patricia Wheeler, Mayor



Chaquias Miller Thornton, City Clerk