

**INTERGOVERNMENTAL AGREEMENT FOR
IMPLEMENTATION OF SERVICE DELIVERY STRATEGY**

This Intergovernmental Agreement for the Implementation of the Service Delivery Strategy (the "Agreement") entered into this the ____ day of _____, 2021 (the "Effective Date"), by and between **Cherokee County, Georgia**, a political subdivision, acting by and through its Board of Commissioners (hereafter, the "County"), and **Cities of Ball Ground, Canton, Holly Springs, Mountain Park, Nelson, Waleska, and Woodstock**, municipalities acting by and through their Mayor and Council (hereinafter, collectively the "Cities").

WITNESSETH

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with services, activities, or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the intent of the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, is to provide a flexible framework within which local governments in each county can develop a service delivery system that is both efficient and responsive to citizens in their county;

WHEREAS, O.C.G.A. § 36-70-24 (3) provides that the cost of any service that a county provides primarily for the benefit of the unincorporated area of the county, as well as the unincorporated area's portion of any jointly funded county-wide service, shall be borne by the unincorporated residents, individuals, and property owners that receive the service and that the funding for such services shall be derived from special service districts or through such other mechanisms agreed upon by the county and the affected municipalities;

WHEREAS, the Parties have been in disagreement with respect to which services are provided by the County primarily for the benefit of the unincorporated area, what the costs of such services are, and what revenues may be used to fund such services within the meaning of O.C.G.A. § 36-70-24 (3);

WHEREAS, in order to best serve the interest of the citizens in each of their respective jurisdictions, the Parties now desire to compromise and settle their Service Delivery dispute by entering into this Agreement;

WHEREAS, as part of a global Service Delivery compromise, the Parties desire to enter into this Agreement in order to identify the County services that will be recognized as services provided primarily for the benefit of the unincorporated area and to identify the costs and revenues associated therewith, to establish an annual financial reporting mechanism, whereby the Cities will be able to confirm that the unincorporated and jointly funded services are funded appropriately and consistent with the Service Delivery Strategy Agreement between the Parties, and to identify

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

a liaison for intergovernmental relations in order to ensure effective and responsive communications between the County and each of the Cities; and

WHEREAS, by duly approving this Agreement and spreading same upon the minutes of each respective governing authority, the County and the Cities hereby declare that this Agreement serves the best interest of the citizens in each of their respective jurisdictions and complies fully with the requirements of the Service Delivery Act, and in particular, O.C.G.A. § 36-70-24 (3).

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, the parties hereby agree to compromise and settle the ongoing Service Delivery dispute under the following terms:

1. Identification of Unincorporated Area Expenses. The Parties agree that the following local government service categories (the “Unincorporated Services”) constitute the County’s unincorporated and jointly-funded services within the meaning of O.C.G.A. § 36-70-24 (3)(A):

- Building Inspections;
- Code Enforcement;
- Conservation Administration;
- Forest Resources Conservation;
- GIS;
- Planning and Land Use;
- Recycling;
- RRDA;
- Stormwater;
- Development Services Center;
- Engineering;
- Animal Control;
- Magistrate Court;
- Rental Property Expense; and
- Blalock Road Landfill.

2. Identification of Unincorporated Area Revenues. The Parties agree that the following revenues collected by the County exclusively within the unincorporated area of the County (the “Unincorporated Revenues”) may be properly used by the County to fund the local government service categories identified in Section 1, and that the use of such revenues for this purpose complies with the requirements of O.C.G.A. §§ 36-70-24 (3)(B) and 33-8-8.3:

- Insurance Premium Taxes;
- Alcohol Licenses Fees;
- Refuse Collection Charges;
- Building Permit & Inspection Fees;
- Planning and Development Fees;
- Cable Franchise Fees;

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

- Alcohol Excise Tax - Beer/Wine;
- Business and Occupation Tax;
- Certificate of Occupancy Fee;
- Forest Land Protection Grant;
- New Alcohol Beverage License Fees;
- Newly Issued Business License;
- NPDES Fees;
- Soil Erosion Plan Review Fees;
- Railroad Equipment Tax;
- Magistrate Court Fines & Fees; and
- Any and all taxes, fees, or assessments that the County may assess in the future when such taxes, fees, or assessments are collected by the County exclusively within the unincorporated area of the County or collected exclusively from unincorporated area taxpayers or residents.

3. County-Wide Services and Revenues. The Parties agree that the list of services and expenses provided in Section 1 of this Agreement constitute the complete list of local government services and expenses that are either provided by the County primarily for the benefit of the unincorporated area and/or jointly-funded services within the meaning of O.C.G.A. § 36-70-24 (3)(A). The Parties agree that all other services currently provided and/or funded by the County, including, but not limited to, road construction and maintenance, parks and recreation, etc., are provided by the County primarily for the benefit of all County residents and property owners (“County-Wide Services”). Any new service provided by the County or one or more of the Cities will be identified and addressed as provided for in O.C.G.A. §36-70-28. The Parties agree further that the Service Delivery Act does not regulate or restrict the funding mechanisms available to the County for the provision of County-Wide Services and, therefore, that the County shall not be restricted in its funding of County-Wide Services.

4. Adoption of Service Delivery Strategy. The Parties shall expeditiously adopt a Service Delivery Strategy Agreement consistent with the terms of this Agreement, which shall include all necessary forms required by the Georgia Department of Community Affairs, and to take any and all steps necessary to approve and then transmit the Service Delivery Strategy Agreement to the Georgia Department of Community Affairs. In the event that the Parties fail to approve and adopt the necessary Department of Community Affairs forms to update the Service Delivery Strategy consistent with the terms of this Agreement within 45 days of the Effective Date of this Agreement, this Agreement shall become null and void.

5. Service Delivery Financial Reporting. The County shall subdivide its General Fund into separate County-Wide and Unincorporated Area sub-funds to verifiably separate Revenues and Expenses as identified in this agreement. At least annually, the County shall provide Service Delivery Strategy financial reports (“SDS Reports”) to the Cities in substantially the same format as the SDS Report attached hereto as Exhibit “A”. At a minimum, the SDS Reports shall identify the budgeted and actual cost of Unincorporated Services and the budgeted and actual total amount of Unincorporated Revenues collected in each fiscal year, beginning with fiscal year 2021. The

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

SDS Reports shall be delivered either electronically or by mail to the City Manager for each of the Cities. Upon request, the County shall make its Chief Financial Officer available to meet with City officials or representatives to address the SDS Reports and to answer questions from the Cities concerning the SDS Reports.

6. Millage Rate Setting. Upon reasonable notice provided by the Cities, the County agrees to meet with the Cities at their request prior to the setting of the County’s annual millage rates to address any concerns or questions that may arise. It is the County’s express intent and stated goal to ensure that there will be a single County M&O millage rate for both unincorporated and municipal residents.

7. Litigation Expenses. Beginning on the Effective Date of this Agreement, if the County initiates any new lawsuit against one or more of the Cities, the County shall fund its own litigation expenses exclusively from the Unincorporated Area Revenues as defined in Section 2 of this Agreement. In the event that any suit or action is instituted to enforce any provision in this Agreement, the payment of attorney’s fees shall be determined by a court of law pursuant to the applicable statutes, including without limitation, O.C.G.A. § 9-15-14.

8. Old Highway 5 Study. The County shall fund a transportation study of the Old Highway 5 corridor, including a traffic signal timing study, widening plan and pedestrian trail system parallel to the roadway for an amount not to exceed \$150,000. The County does not commit to paying any share of the actual engineering, right-of-way, or construction costs for projects identified in the study. In addition, the County does not agree to assume pavement maintenance responsibilities associated with Old Hwy. 5. Nevertheless, the County agrees to include projects identified in the transportation study of the Old Highway 5 corridor in the 2021 Comprehensive Transportation Plan (CTP) and to work with each applicable City in good faith to discuss including the projects identified within the Old Highway 5 corridor for joint funding in the 2024-2030 SPLOST program.

9. Intergovernmental Liaison. The County shall designate an employee to serve as a liaison between the County and the Cities for the purposes of coordinating intergovernmental relations and activities affecting the County and the Cities including, but not limited to, intergovernmental agreements, annexations, growth boundary agreements and development, and service delivery strategies.

10. Term. This Agreement shall remain in place through July 1, 2028, which is the deadline to submit a decennial SDS agreement to the Georgia Department of Community Affairs pursuant to the Official Code of Georgia Annotated (OCGA) §36-70-20, or until it becomes necessary to update or revise the SDS Agreement pursuant to O.C.G.A. § 36-70-20. The term of this Agreement shall be extended to coincide with the date of any SDS extension agreed to by the parties.

11. Survival. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

12. No Waiver. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

13. No Adverse Construction. Each provision shall be construed as though all the parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party shall not apply.

14. Non-Assignment. No party hereto may assign any function or obligation undertaken by such party with respect to the functions and obligations required by this Agreement without the written approval of the other parties.

15. No Admission. This Agreement represents the compromise of a Service Delivery Strategy dispute among the Parties concerning which services are provided by the County primarily for the benefit of the unincorporated area, what the costs of such services are, and what revenues may be used to fund such services within the meaning of O.C.G.A. § 36-70-24 (3), and it is not an admission with respect to such matters on behalf of any Party. Neither the existence of this Agreement, nor the terms thereof shall be cited, used, construed, or interpreted as an admission with respect to such matters by any Party.

16. No Evidence. This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement.

17. Final Agreement. This Agreement constitutes the sole and final agreement between the parties relating to the subject of this agreement and all prior or contemporaneous agreements are superseded by it. This Agreement shall be binding upon the parties and their successor and assigns for the full term of the Agreement.

18. Governing Law and Forum. This Agreement shall be deemed to have been made, construed, and enforced in accordance with the laws of the State of Georgia, and said laws shall govern the validity of this Agreement and the construction of its terms and interpretation of the rights and duties of the parties. Any litigation arising out of or any way involving this Agreement shall be heard and decided in the Superior Court of Cherokee County subject to further decisions as may be made by the appellate courts of the State of Georgia.

19. Signatures Authorized. The signatories below have been duly authorized by their respective governing authorities to execute this Agreement on their behalf. Each party represents and warrants to the other that (a) it has full capacity and authority to enter into this; (b) the person executing this on its behalf has full authority to do so; and (c) this constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

20. Counterparts. A scanned or facsimile signature shall be treated the same as an original signature and any party may rely upon a scanned or facsimile signature of the party upon this. This may be executed in any number of counterparts, and all counterparts shall be considered together as one.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and set their hands and to affix the respective seals of the parties the day and year first written above.

[Signature pages to follow]

Cherokee: _____ Ball Ground: _____ Canton: _____ Holly Springs: _____

Mountain Park: _____ Nelson: _____ Waleska: _____ Woodstock: _____

APPROVED by the Cherokee County Board of Commissioners this ____ day of _____, 2021.

CHEROKEE COUNTY, GEORGIA

Harry Johnston, Chairman

ATTEST:

Christy Black, County Clerk

APPROVED by the City of Ball Ground this ____ day of _____, 2021.

CITY OF BALL GROUND, GEORGIA

Rick Roberts, Mayor

ATTEST:

Karen Jordan, City Clerk

APPROVED by the City of Canton this ____ day of _____, 2021.

CITY OF CANTON, GEORGIA

Bill Grant, Mayor

ATTEST:

Annie Fortner, City Clerk

APPROVED by the City of Holly Springs this ___ day of _____, 2021.

CITY OF HOLLY SPRINGS, GEORGIA

Steven Miller, Mayor

ATTEST:

Karen Norred, City Clerk

APPROVED by the City of Mountain Park this ___ day of _____, 2021.

CITY OF MOUNTAIN PARK, GEORGIA

Jim Still, Jr., Mayor

ATTEST:

Karen Segars, City Clerk

APPROVED by the City of Nelson this ___ day of _____, 2021.

CITY OF NELSON, GEORGIA

Sylvia Green, Mayor

ATTEST:

Kelsey Riehl, City Clerk

APPROVED by the City of Waleska this ____ day of _____, 2021.

CITY OF WALESKA, GEORGIA

Mary Helen Lamb, Mayor

ATTEST:

Robyn Smith, City Clerk

APPROVED by the City of Woodstock this ____ day of _____, 2021.

CITY OF WOODSTOCK, GEORGIA

Donald P. Henriques, Mayor

ATTEST:

Rhonda L. Pezzello, City Clerk