A JOINT RESOLUTION OF BALDWIN COUNTY, GEORGIA, AND THE CITY OF MILLEDGEVILLE, GEORGIA, APPROVING FORMS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES PURSUANT TO THE SERVICE DELIVERY ACT, ENACTING INTERGOVERNMENTAL AGREEMENTS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES, APPROVING THE SETTLEMENT, RELEASE, AND DISMISSAL OF CLAIMS BETWEEN THE PARTIES, AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, Baldwin County, Georgia ("County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the City of Milledgeville, Georgia ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, the City and County have been engaged in negotiations to revise the Parties' 2008 Service Delivery Strategy; and

WHEREAS, the City and the County are each authorized to levy taxes, and to expend tax moneys and other available funds; and

WHEREAS, the City and the County are authorized to enter into this intergovernmental agreement by virtue of the provision of the Constitution and Laws of the State of Georgia; and

WHEREAS, the County and City brought several claims against each other in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049 related to the 2008 SDS Agreement;

WHEREAS, the County and City desire to resolve all litigation by dismissing their respective claims and counter-claims with prejudice;

WHEREAS, both the County and City alleged claims with regard to how each local government used their respective water and sewer funds. After much discourse and a thorough review of the circumstances, both Parties intend and have agreed to withdraw, dismiss, and forever abandon these respective claims against each other; provide however, this statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either Party of

any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

WHEREAS, the City and the County have determined that it is in best interests of each of them to enter into this Agreement for the benefit of the City, the County, and their citizens; and

WHEREAS, the City and the County desire to approve the forms and intergovernmental agreements for the funding and provision of services as set forth herein;

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE BALDWIN COUNTY BOARD OF COMMISSIONERS AND THE CITY COUNCIL OF THE CITY OF MILLEDGEVILLE, GEORGIA AS FOLLOWS:

I. **Incorporation of Recitals**. The above stated recitals are true and correct and are incorporated as though fully set forth herein.

II. **Acceptance of Service Delivery Strategy Agreements**. The County and City hereby approve the Service Delivery Strategy Agreements attached hereto as Exhibit "A." Said documents have been discussed, reviewed, revised, and mediated by the Parties.

III. **Execution of Intergovernmental Agreements**. The County and City hereby approve, execute, and enter into the Intergovernmental Agreements attached hereto as Exhibit "B." Said agreements have been discussed, reviewed, revised, and mediated by the Parties.

IV. **Execution and Filing of Dismissals With Prejudice.** The County and City hereby approve, execute, and authorize the filing of the forms for the joint dismissal with prejudice of all claims and counterclaims asserted in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049, in the Superior Court of Baldwin County. Both the County and City alleged claims with regard to how each local government used their respective water and sewer funds. After much discourse and a thorough review of the circumstances, both Parties, by and though the adoption of this Resolution, intend and have agreed to withdraw, dismiss, and forever abandon these respective claims against each other; provided however, this statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either Party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

V. **Authorization of the Chairman, County Attorney, and Clerk**. The Baldwin County Board of Commissioners hereby authorizes the transmission of the Service Delivery Strategy Agreements attached as Exhibit A and Intergovernmental Agreements attached as Exhibit B to the Department of Community Affairs for verification. The Baldwin County Board of Commissioners hereby authorizes the filing of the forms for joint dismissal with prejudice in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049, in the Superior Court of Baldwin County.

VI. **Authorization of the Mayor, City Attorney, and Clerk.** The City of Milledgeville Mayor and City Council hereby authorize the following transmission of the Service Delivery Strategy Agreements attached as Exhibit A and Intergovernmental Agreements attached as Exhibit B to the Department of Community Affairs for verification. The City of Milledgeville Mayor and City Council hereby authorizes the filing of the forms for joint dismissal with prejudice in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049428, in the Superior Court of Baldwin County.

VII. **Term.** Unless otherwise provided in Exhibit A or Exhibit B, the revised Baldwin County Service Delivery Strategy shall have a term of ten (10) years from the effective date.

VIII. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

IX. **Repeal of Conflicting Provisions.** All City and County resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

X. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 6 day of February, 2020.

The Mayor and Alderman of the City of Milledgeville

By: Mary Parham Copelan
Mayor

Attest:
City Clerk

[seal]

Baldwin County, Georgia

By:
Chairman, Board of Commissioners

Attest: Cynthia L Cunningham
County Clerk

[seal]

A JOINT RESOLUTION OF BALDWIN COUNTY, GEORGIA, AND THE CITY OF MILLEDGEVILLE, GEORGIA, APPROVING FORMS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES PURSUANT TO THE SERVICE DELIVERY ACT.

WITNESSETH:

WHEREAS, Baldwin County, Georgia ("County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the City of Milledgeville, Georgia ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, the City and County have been engaged in negotiations to revise the Parties' 2008 Service Delivery Strategy; and

WHEREAS, for the benefit of the City, the County, and their citizens, the City and the County have determined that it is in best interests of each of them to adopt the certain Service Delivery Forms, over which the parties have no disagreement, which are attached hereto as Exhibit "A"; and

WHEREAS, the City and the County desire to approve and transmit the Service Delivery Forms attached hereto as Exhibit "A," subject to finalizing the terms of all other service delivery and litigation issues, including, but not limited to, Water and Sewer, Roads Construction and Maintenance, Library, Animal Control, SPLOST, and a dismissal of pending litigation in Civil Action File Numbers SUCV2018049244, SUCV2019049322, and SUCV2019049 related to the 2008 SDS Agreement;

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE BALDWIN COUNTY BOARD OF COMMISSIONERS AND THE CITY COUNCIL OF THE CITY OF MILLEDGEVILLE, GEORGIA AS FOLLOWS:

I. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.

II. **Acceptance of Service Delivery Strategy Agreements.** The County and City hereby approve the Service Delivery Strategy Agreements attached hereto as Exhibit "A." Said documents have been discussed, reviewed, revised, and mediated by the Parties. Acceptance of the Service Delivery Strategy Agreements attached hereto as Exhibit "A" is contingent on the Parties' finalizing and resolving all other service delivery and litigation

issues, including, but not limited to, Water and Sewer, Roads Construction and Maintenance, Library, Animal Control, and SPLOST. Upon the final approval and execution of all Service Delivery Strategy Agreements and Forms, Intergovernmental Agreements, and the execution of all litigation settlement documents, the Parties will submit their complete Service Delivery Strategy to the Georgia Department of Community Affairs for verification.

III. **Authorization of the Chairman, County Attorney, and Clerk.** The Baldwin County Board of Commissioners hereby authorizes the approval of those Service Delivery Strategy Agreements attached as Exhibit "A."

IV. **Authorization of the Mayor, City Attorney, and Clerk.** The City of Milledgeville Mayor and City Council hereby authorize the approval of those Service Delivery Strategy Agreements attached as Exhibit "A."

V. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

VI. **Repeal of Conflicting Provisions.** All City and County resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

VII. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 6th day of ~~January~~ February, 2020.

The Mayor and Alderman of the City of Milledgeville

By: Mary Parham Copelan
Mayor

Attest:
City Clerk

[seal]

Baldwin County, Georgia

By:
Chairman, Board of Commissioners

Attest: Cynthia K. Cunningham
County Clerk

Approved by Board of Commissioners January 28, 2020

[seal]

AN AMENDED JOINT RESOLUTION OF BALDWIN COUNTY, GEORGIA, AND THE CITY OF MILLEDGEVILLE, GEORGIA, APPROVING REVISED FORMS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES PURSUANT TO THE SERVICE DELIVERY ACT, AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, Baldwin County, Georgia ("County") is a duly formed political subdivision of the State of Georgia;

WHEREAS, the City of Milledgeville, Georgia ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, the City and County have been engaged in negotiations to revise the Parties' 2008 Service Delivery Strategy; and

WHEREAS, the City and the County are each authorized to levy taxes, and to expend tax moneys and other available funds; and

WHEREAS, the City and the County are authorized to enter into this intergovernmental agreement by virtue of the provision of the Constitution and Laws of the State of Georgia; and

WHEREAS, on February 6, 2020, the City and the County jointly adopted a Resolution approving of and adopting Service Delivery Strategy forms and Intergovernmental Agreements for the provision and funding of local government services;

WHEREAS, the Georgia Department of Community Affairs ("DCA") provided comments and requested changes to the forms for some of the services included in the prior Service Delivery Strategy submission;

WHEREAS, the Parties have agreed on how to implement those changes in the package of revised Service Delivery Strategy agreements and service area maps attached hereto as Exhibit "A";

WHEREAS, the City and the County have determined that it is in best interests of each of them to adopt the revised Service Delivery Strategy agreements and service area maps for the benefit of the City, the County, and their citizens;

WHEREAS, the City and the County desire to approve the revised Service Delivery Strategy agreements and service area maps for the funding and provision of services as set forth herein;

WHEREAS, beginning in late 2019, the severe acute respiratory syndrome coronavirus 2, SARS-CoV-2, emerged causing a novel coronavirus disease, COVID-19, which has become a global pandemic; and

WHEREAS, on March 14, 2020, the Governor of the State of Georgia declared that a Public Health State of Emergency exists in the State of Georgia due to the public health emergency from the spread of COVID-19; and

WHEREAS, on April 2, 2020, the Governor of the state of Georgia issued a shelter in place order, Executive Order 04.02.20.01;

WHEREAS, Executive Order 04.02.20.01 prohibits any county or municipal government from allowing more than ten persons to be gathered at a single location if such gathering requires persons to stand or be seated within six (6) feet of any other person;

WHEREAS, O.C.G.A. § 50-14-1(g) authorizes local governments to conduct meetings by teleconference when necessitated by emergency conditions involving public safety or the preservation of property or public services; and

WHEREAS, in compliance with Executive Order 04.02.20.01 and O.C.G.A. § 50-14-1(g), the County and City find that the public health emergency from the spread of COVID-19 requires that they hold their respective public meetings via teleconference, with the public being given simultaneous access to the teleconference meeting;

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE BALDWIN COUNTY BOARD OF COMMISSIONERS AND THE CITY COUNCIL OF THE CITY OF MILLEDGEVILLE, GEORGIA AS FOLLOWS:

I. **Incorporation of Recitals**. The above stated recitals are true and correct and are incorporated as though fully set forth herein.

II. **Acceptance of Amended Service Delivery Strategy Agreements**. The County and City hereby jointly approve the amended Service Delivery Strategy Agreements and service area maps attached hereto as Exhibit "A" as an amendment to the Service Delivery Strategy Agreement jointly approved by both parties on February 6, 2020.

III. **Authorization of the Chairman, County Attorney, and Clerk**. The Baldwin County Board of Commissioners hereby authorizes the County Attorney or Special Counsel to assemble the complete Service Delivery Strategy Agreement as hereby amended and transmit same to the Department of Community Affairs for verification.

IV. **Authorization of the Mayor, City Attorney, and Clerk**. The City of Milledgeville Mayor and City Council hereby authorizes the County to transmit the Service Delivery

Strategy Agreements and service area maps as hereby amended to the Department of Community Affairs for verification.

V. **Term.** Unless otherwise provided in the amended Service Delivery Strategy, the revised Baldwin County Service Delivery Strategy shall have a term that expires as of February 28, 2030.

VI. **Merger**. This amendment is not intended and does not alter in any way any other term, form, map or provision of the Service Delivery Strategy Agreement entered into jointly by the parties on February 6, 2020. Said agreement is merged in accordance with this amendment as though it is one Agreement and the parties are authorized to substitute documents in the February 6, 2020 Agreement as that agreement is amended pursuant to this Amendment. To the extent necessary, the February 6, 2020 Agreement as amended herein is readopted and approved.

VII. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

VIII. **Effective Date.** This Resolution shall take effect immediately but does not alter the agreed upon effective date for purpose of the Term the amended Service Delivery Strategy Agreement.

THIS RESOLUTION adopted this 28th day of April, 2020.

The Mayor and Alderman of the City of Milledgeville

By: Mary Patron Copelan
Mayor

Attest:
City Clerk

[seal]

Baldwin County, Georgia

By: Henry Ellis
Chairman, Board of Commissioners

Attest: Cynthia L Cunningham
County Clerk

Approved by Board of Commissioners
April 21, 2020

[seal]

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY
FORM 1

COUNTY: **BALDWIN**

I. GENERAL INSTRUCTIONS:

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

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

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

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN 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.

Baldwin County
City of Milledgeville
Milledgeville Downtown Development Authority
Development Authority of Milledgeville-Baldwin County ("DAMBC")
Central State Hospital Local Redevelopment Authority (CSHLRA)
Fall Line Regional Development Authority
Sinclair Water Authority, on behalf of Baldwin County
Twin Lakes Library System

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

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

N/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.

Airport
Allied Arts
Animal Control
Building Inspections
Business Licenses
Cemetery
Code Enforcement
Convention & Visitors' Bureau
Coroner (Changed name from "Death examinations")
County Extension
Court Services, Municipal (Changed name from "Courts - municipal")
Court Services, County (Changed name from "Courts - state and county")
E-911 Communications
Economic Development
Elections, Municipal
Elections, County
Emergency Management Agency
Emergency Medical Services
Fire Protection & Prevention
Golf
Hospital
Jail
Law Enforcement
Library
Planning and Zoning
Public Health
County Parks & Recreation (Changed name from "Recreation")
Municipal Parks
Regional Planning
Roads & Bridge Maintenance (Changed name from "Roads and Bridges")
Senior Citizens
Sewerage Collection
Sewerage Treatment
Soil Erosion and Sedimentation
Solid Waste Collection & Recycling
Solid Waste Disposal
Stormwater Management
Street Cleaning
Street Lighting
Tax Assessor
Traffic Control (deleted)
Municipal Tax Collection (Changed name from "Tax Collection - City Taxes")
Water Distribution
Water Treatment
Yard Trash Removal

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*AIRPORT*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service countywide. The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*ALLIED ARTS*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*ANIMAL CONTROL*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism.This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Department of
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*BUILDING INSPECTIONS*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district created pursuant to Paragraph 6 below.This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*BUSINESS LICENSES*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district created pursuant to Paragraph 6 below. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: BALDWIN	Service: *CEMETERY*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Milledgeville will continue to provide this service in the incorporated city limits. The strategy changes the previous arrangement by clarifying the funding mechanism.This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: BALDWIN	Service: *CODE ENFORCEMENT*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district created pursuant to Paragraph 6 below. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:BALDWIN	Service:*CONVENTION & VISITORS' BUREAU*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The funding mechanisms were clarified. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER: (478) 414-4008

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:BALDWIN	Service:*CORONER*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This service was renamed from "Death examinations." The strategy has been changed to clarify the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:BALDWIN	Service:*COUNTY EXTENSION*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:BALDWIN	Service: *COURT SERVICES, COUNTY*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This service was renamed from "Courts - state and county." Baldwin County will continue to provide County Court Services countywide (Superior, State, Magistrate, Probate, Juvenile Courts; associated personnel i.e. DA, Solicitor, Public Defender; and associated services). A separate Form 2 has been created for Municipal Court Services to clarify the jurisdictions, purpose, and funding for each level of court services. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Department of
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*COURT SERVICES, MUNICIPAL*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This service was renamed from "Courts - municipal." Milledgeville will continue to provide Municipal Court Services in the incorporated city limits (Municipal Courts, associated personnel, and associated services). This Form 2 has been created for Municipal Court Services separate from County Court Services to clarify the jurisdictions, purpose, and funding for each level of court services. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*E-911 COMMUNICATIONS*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide emergency dispatch services countywide. Although the initial call to the City Police Department comes through the E-911 system, the City dispatches its own Police Department. The City will continue to provide non-emergency dispatch services to City departments and agencies. The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	**Service:*ECONOMIC DEVELOPMENT***

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

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

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

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

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

e.) ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **BALDWIN COUNTY, MILLEDGEVILLE, DOWNTOWN DEVELOPMENT AUTHORITY, DEVELOPMENT AUTHORITY OF MILLEDGEVILLE-BALDWIN COUNTY (DAMBC), FALL LINE REGIONAL DEVELOPMENT AUTHORITY, CENTRAL STATE HOSPITAL LOCAL REDEVELOPMENT AUTHORITY (CSHLRA)**

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*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.
Downtown Development Authority	Revenues from Milledgeville, Fees
DAMBC	DAMBC Revenues, Revenues from Baldwin County, Grants

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

FUNDING CONTINUED:
CSHLRA: Revenues from Milledgeville, Fees
Fall Line Regional Development Authority: Revenues from Baldwin County & Wilkinson County, SPLOST, Grants

The strategy changes the previous arrangement by clarifying the funding mechanism. Baldwin County will take over funding for DAMBC for the duration of this SDS Agreement. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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 for Transfer of Property	Baldwin County, Milledgeville, Development Authority of	See IGA
and Payment of Development	the City of Milledgeville and Baldwin County ("DAMBC")	
Authority Bonds		

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

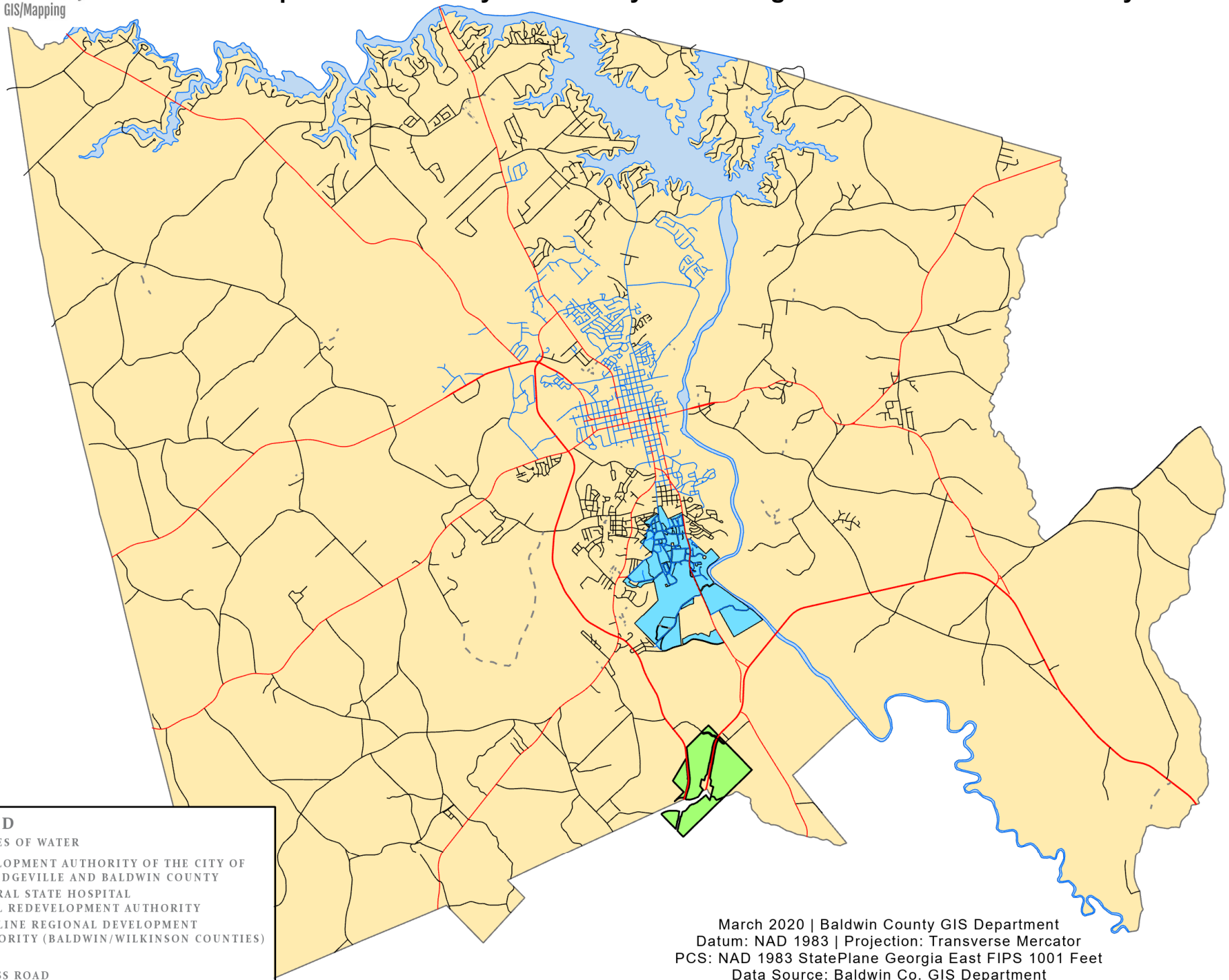
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Baldwin County
GIS/Mapping

Development Authority of the City of Milledgeville and Baldwin County

N



LEGEND

- BODIES OF WATER
- DEVELOPMENT AUTHORITY OF THE CITY OF MILLEDGEVILLE AND BALDWIN COUNTY
- CENTRAL STATE HOSPITAL LOCAL REDEVELOPMENT AUTHORITY
- FALL LINE REGIONAL DEVELOPMENT AUTHORITY (BALDWIN/WILKINSON COUNTIES)

ROADS

- ACCESS ROAD
- CITY STREET
- COUNTY ROAD
- STATE ROUTE

BALDWIN COUNTY AND ALL OTHER ENTITIES INVOLVED IN THE GIS MAPPING PROCESS HEREBY DISCLAIM ANY WARRANTY OR ANY OTHER LIABILITY FOR THE ACCURACY OF THIS DATA, WHETHER IN PRINTED OR DIGITAL FORMAT. ALL DATA PROVIDED BY SAID ENTITIES IS FOR INFORMATIONAL/PLANNING PURPOSES ONLY AND MAY NOT BE RELIED UPON AS EVIDENCE OF THE LOCATION OF PROPERTY LINES, TOPOGRAPHICAL FEATURES, LANDMARKS, MONUMENTS OR FOR ANY OTHER LEGAL PURPOSE. ANY QUESTIONS ABOUT THE GIS MAPPING PROCESS CAN BE ANSWERED BY CALLING BALDWIN COUNTY GIS AT 478 445-7125.

March 2020 | Baldwin County GIS Department
Datum: NAD 1983 | Projection: Transverse Mercator
PCS: NAD 1983 StatePlane Georgia East FIPS 1001 Feet
Data Source: Baldwin Co. GIS Department

0 2.5 5 10 Miles

Central State Hospital Local Redevelopment Authority

Baldwin County GIS/Mapping

N

LEGEND

BODIES OF WATER

BALDWIN COUNTY BOUNDARY

CENTRAL STATE HOSPITAL LOCAL REDEVELOPMENT AUTHORITY

ROADS

ACCESS ROAD

CITY STREET

COUNTY ROAD

STATE ROUTE

March 2020 | Baldwin County GIS Department
Datum: NAD 1983 | Projection: Transverse Mercator
PCS: NAD 1983 StatePlane Georgia East FIPS 1001 Feet
Data Source: Baldwin Co. GIS Department

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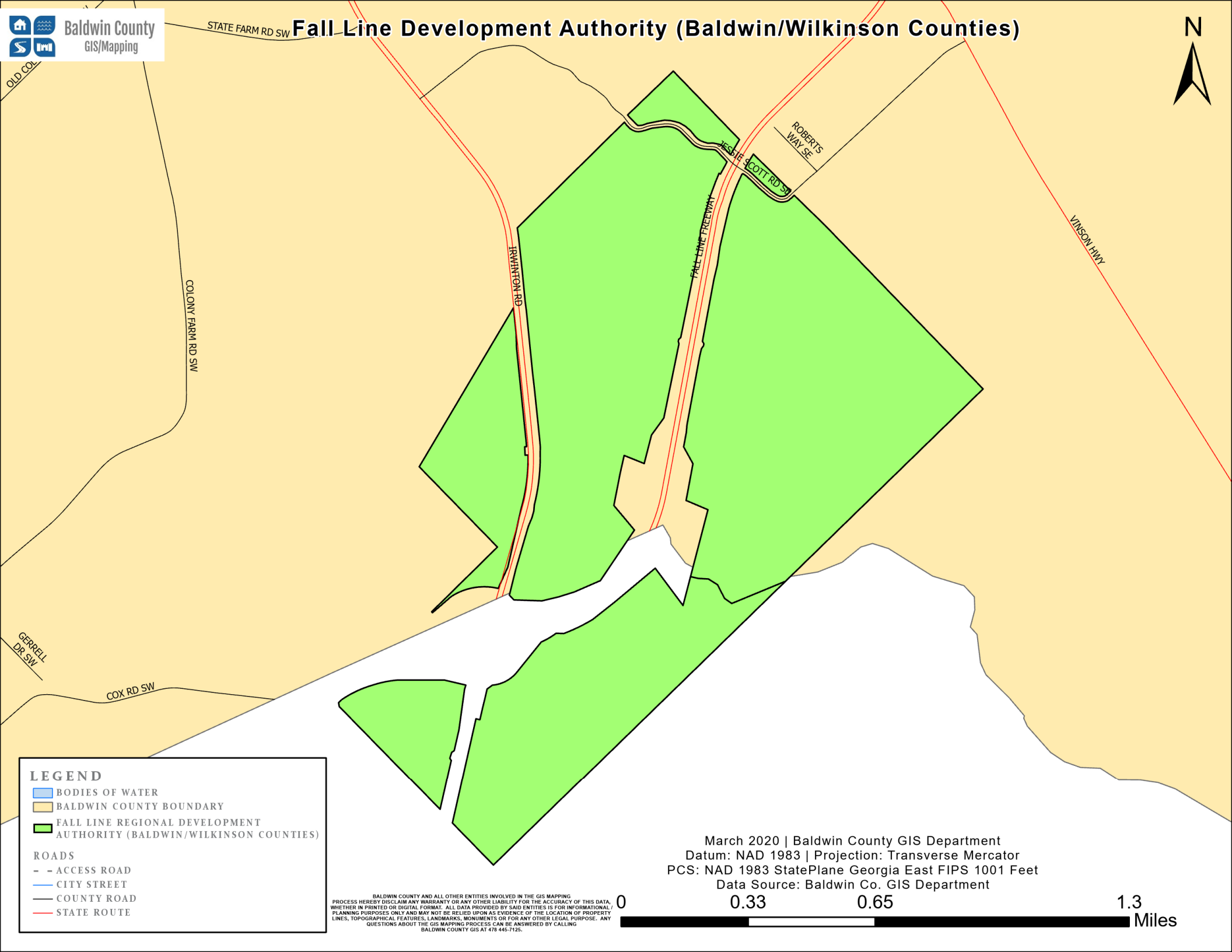
Fall Line Development Authority (Baldwin/Wilkinson Counties)

Baldwin County GIS/Mapping



March 2020 | Baldwin County GIS Department
Datum: NAD 1983 | Projection: Transverse Mercator
PCS: NAD 1983 StatePlane Georgia East FIPS 1001 Feet
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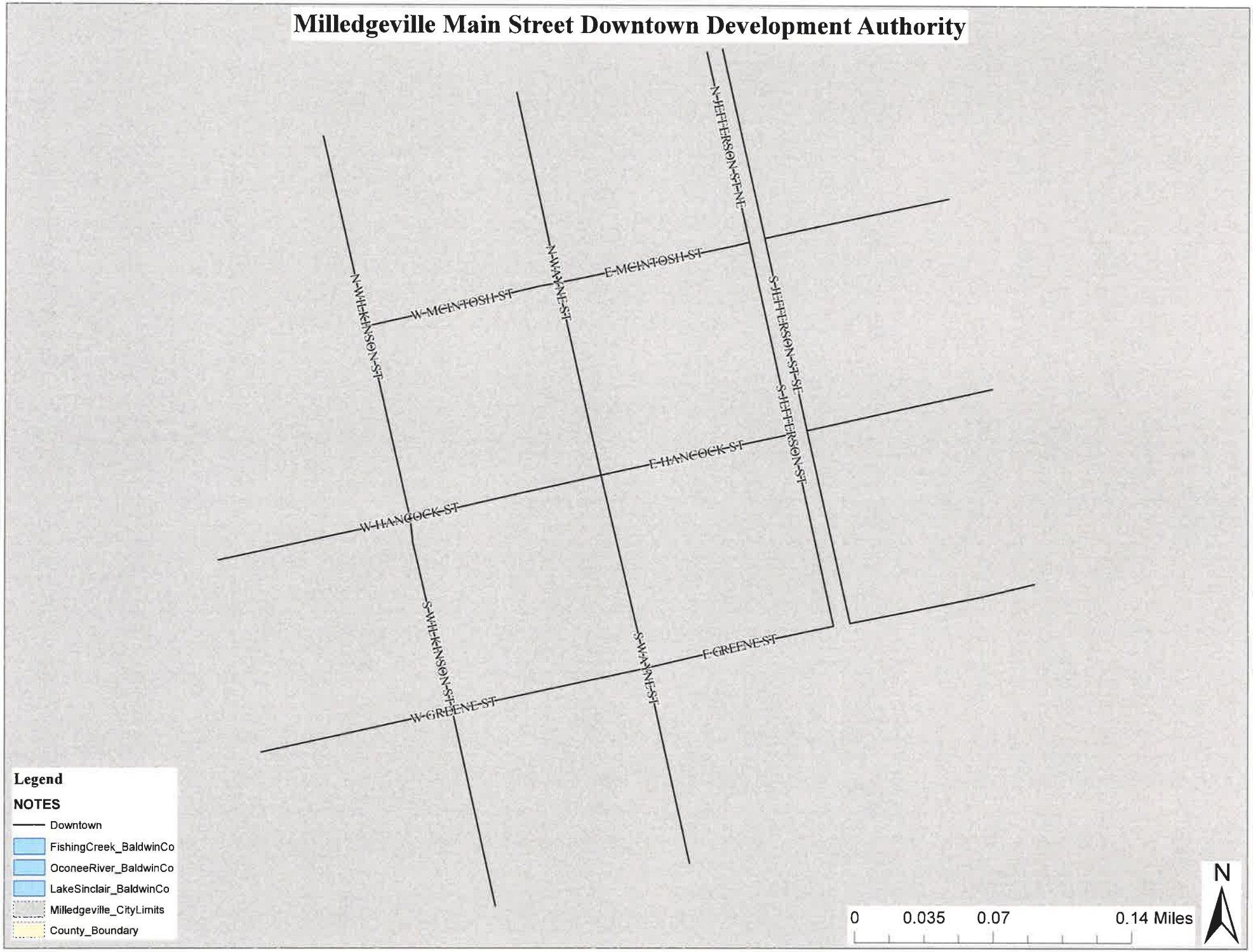
Milledgeville Main Street Downtown Development Authority



INTERGOVERNMENTAL AGREEMENT FOR TRANSFER OF PROPERTY AND PAYMENT OF DEVELOPMENT AUTHORITY BONDS

This Agreement (hereinafter the "Agreement") is entered into this 6th day of February, 2020, by and between Baldwin County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, The Mayor and Aldermen of the City of Milledgeville (hereinafter the "City"), a municipal corporation duly created and existing under the laws of the State of Georgia, and the Development Authority of the City of Milledgeville and Baldwin County (hereinafter the "Development Authority"), a public corporation created and existing under the laws of the State of Georgia. The County, the City, and the Development Authority shall be collectively referred to as the "Parties."

WHEREAS, the Development Authority is a public body corporate and politic and was created pursuant to the provisions of the Development Authorities Law, codified in O.C.G.A. Title 36, Chapter 62, (the "Act") which defines its powers and purposes, and was activated pursuant to the Act;

WHEREAS, the Authority has been created pursuant to the Act for the purpose of promoting trade, commerce, industry, and employment opportunities for the public good and general welfare and for the purpose of promoting the general welfare of the State of Georgia;

WHEREAS, the County has determined that the acquisition of two tracts of property totaling approximately 1,700 acres, located within the County, and more particularly described in the attached Exhibit "A" (hereinafter the "Property")(also known as the "Mega-Site"), would further the public purposes of the County, the City and Development Authority have concurred in said determination and agreed to assist the Authority with acquisition of the Property and costs thereof;

WHEREAS, payment of the Development Authority's outstanding Taxable Industrial Development Revenue Bonds (Industrial Land Project), Series 2016 Series A, B, & C issued to Exchange Bank, Magnolia State Bank, and Century Bank respectively, as the same was secured by an Intergovernmental Agreement between the City, County and Authority (the "2015 IGA"), and deeds to secure debt (hereinafter, collectively, the "Development Authority Bond") will be made in accordance with the provisions of this Agreement so that the provisions of the 2015 IGA may be terminated and the deeds to secure debt released;

WHEREAS, the City and the County are each authorized to levy taxes, and to expend tax moneys and other available funds;

WHEREAS, the City, the County, and the Development Authority have determined that it is in best interests of each of them to enter into this Agreement in furtherance of the purposes for which the Authority was created, and for the benefit of the City, the County, and their citizens.

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, do hereby agree to the following:

ARTICLE I – PURCHASE OF PROPERTY & BOND REDEMPTION

The Development Authority shall transfer good and marketable title to the Property to the County through a Limited Warranty Deed. The description of the Property shall be subject to modification as a survey is prepared or a title search is conducted at the sole cost and discretion of the County, but completed before the closing. The closing of this transfer of the Property shall occur within sixty (60) days of the effective date of this Agreement unless extended by agreement of the City and the County. The Development Authority shall cure any title defects prior to the closing unless waived in writing by the County.

The County shall pay to the Development Authority and the Development Authority shall accept as the purchase price for the Property an amount of $4,305,471.86; provided however, said purchase price may be increased or decreased if it is determined that such number does accurately reflect the redemption amount on the Development Authority's outstanding Taxable Industrial Development Revenue Bonds, Series 2016 Series A, B, & C issued to Exchange Bank, Magnolia State Bank, and Century Bank inclusive of principal and interest paid by the City as of January 31, 2020. Payment from the County shall be from separate bond proceeds issued by the County as a result of the 2018 SPLOST. Within twenty (20) days of the County's payment of said sum to the Development Authority, the Development Authority shall use the County's payment to fully repay and satisfy the Development Authority Bond and secure a full and complete release for the benefit of all Parties from the bondholders for any obligation or liability whatsoever associated in any way with the Development Authority Bond. Title shall be held in escrow until said Development Authority Bond is repaid. Within ten (10) days after closing, the Development Authority shall pay to the City $883,034.33. Upon completion of the aforementioned obligations, the Parties by signing this Agreement forever release each other from any and all obligations or liability associated in any way with the issuance and repayment of the Development Authority Bond and the 2015 IGA and such release shall survive the closing. Upon such release, the 2015 IGA shall terminate.

ARTICLE II – OPERATION, MAINTENANCE & GOVERNANCE

The Development Authority shall operate, maintain and improve the Property at its own expense, but subject to funding therefor from whatever source, for fifty (50) years from the date of this Agreement or until the County decides to terminate this arrangement which the County may do at any time after providing the Authority with at least thirty (30) days advance notice, whichever occurs first. The County will procure, maintain, and pay for insurance for the Mega Site for the protection of the County and the Authority. The Authority and County may enter into a separate intergovernmental agreement (the "Additional IGA") to further elaborate the Authority's obligations and set forth the conditions upon which the County will fund and direct the Development Authority's use, development, marketing, and lease, disposition, and/or sale of the Mega Site, wetland permitting assignment, and other requirements as reasonably determined between the County and the Authority. Nothing herein shall be construed to prevent the County, or the County's designee, from utilizing or making improvements to the Property in any manner it sees fit. The Development Authority expressly agrees that it will not enter into any contracts for the lease, use, or transfer of any Development Authority interest, whatsoever, in the Property or any portion thereof, without the prior approval of the majority of the governing body of the County.

The Development Authority warrants that as of December 31, 2019, it was constituted by the members serving the respective terms as set forth in the table depicted in Exhibit "B" to this Agreement. The Parties agree to cooperate and take all actions necessary, including but not limited to adoption (or acceptance) of a joint resolution to restructure the Board of the Development Authority as set forth in the form of Exhibit "C" to this Agreement (the "Joint Resolution"). Upon passage by the City and the County, the Joint Resolution will restructure the Development Authority Board to be comprised of seven (7) members in numbered "seats." Upon the conclusion of the currently serving members terms as designated in the table in Exhibit "B," thereafter, five (5) member seats shall thereafter be appointed by the Board of Commissioners of the County, and two (2) member seats shall thereafter appointed by the Mayor and Council of the City, based on criteria, if any, established by each respective governing body. One additional City representative shall be appointed by the Mayor and Council to serve as a liaison to the Development Authority, but shall not be a voting member of the Authority. Current Development Authority Board members whose term has not expired shall continue to serve their current term as set forth in Exhibit "B"; those members' whose terms have expired who currently occupy Seat 7 and Seat 8 will no longer serve on the Development Authority Board based on the restructuring accomplished through the Joint Resolution, and will be informed by the Authority of the same; noting that the former appointee to seat 8 has resigned. The restructuring of the Development Authority Board: (i) will not truncate or alter any Development Authority Board member's term from the time of his or her appointment, (ii) is consistent with the Act, and (iii) will not deprive any previously appointed member from serving his or her full term; however, upon the respective appointment by the County or City of succeeding Development Authority Board members as set forth in the Joint Resolution, each new appointed Development Authority Board member's term shall be two (2) years beginning January 1st of the year immediately following when the prior Development Authority's Board member's term ended.

As of the date of this Agreement, the County, using its general fund and any other revenues the County deems appropriate, will assume full funding of the Development Authority and responsibility for any and all outstanding indebtedness associated with the Development Authority, including the OneGeorgia Authority Loan. "Full funding" means an amount at least equal to the amount of funding the City and County was funding prior to the most recent decrease in funding by the County, specifically said amount is $242,770 but such amount of funding is required to be maintained at said level for only the next three fiscal years of the County from the date of this Agreement.

This Article II shall survive the closing of on the Property.

ARTICLE III – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous agreements between the parties.

3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.

5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.

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

ARTICLE IV – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date of the last Party's adoption at a duly called meeting and such date shall be inserted in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and affix their entity's respective seals hereto.

The Mayor and Alderman of the City of Milledgeville

By: Mary Parham Copelan
Mayor

Attest: _____
City Clerk

Date of Approval: 2/6/2020

[seal]

Baldwin County, Georgia

By: _____
Chairman, Board of Commissioners

Attest: Cynthia L. Cunningham
County Clerk

Date of Approval: 1/28/2020

[seal]

Development Authority of the City of Milledgeville and Baldwin County

By: _____
Vice Chairman

Attest: _____
Secretary

Date of Approval: 1/27/2020

[seal]

Exhibit "A"

DESCRIPTION OF THE LAND

All those tracts or parcels of land situate, lying and being in Land Lots 194, 195, 196, 197, 200, 201, 202, 203, 224, 225, 226 and 227 of the First Land District of Baldwin County, Georgia containing in the aggregate, 1,580.552 acres, and being more particularly shown as Tract 1, containing 1,412,818 acres and Tract 3, containing 167.734 acres, on a Survey dated January 28, 2016, prepared by Phillip H. Chivers, GRLS No. 2658, recorded in Plat Book 41, Pages 52-55, Clerk's Office, Baldwin Superior Court, to which reference thereto is hereby made for a more complete and accurate description of said property.

Exhibit "B"

CURRENT AUTHORITY MEMBERSHIP AND TERMS AS OF DECEMBER 31, 2019

Seat	Appointing Authority	Name of Current Director	Appointment Date	Date on Which Current Term Expired or Will Expire, as noted
1	City	Mac Patel (FILLED VACANCY)	Jan. 22, 2019	Dec. 31, 2020
2	County	Ed Walker	Dec. 31, 2014	Dec. 31, 2020
3	City	Sharon Seymour	Dec. 31, 2016	Dec. 31, 2022
4	County	Derek Williams	Dec. 31, 2016	Dec. 31, 2022
5	City	Noris Price	Dec. 31, 2017	Dec. 31, 2023
6	County	Tyrone Evans	Dec. 31, 2017	Dec. 31, 2023
7	City	Quentin Howell (FILLED VACANCY)	Mar. 27, 2018	Dec. 31, 2019 (EXPIRED)
8	County	Karen Rowell	Dec. 31, 2012	Dec. 31, 2018 (EXPIRED)
9	Joint	Greg Tyson	Dec. 31, 2015	Dec. 31, 2021

Exhibit "C"

FORM OF JOINT RESOLUTION

[attached]

A JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF BALDWIN COUNTY, GEORGIA AND THE MAYOR AND ALDERMEN OF THE CITY OF MILLEDGEVILLE TO PROVIDE FOR THE NUMBER OF DIRECTORS, WHICH GOVERNING BODY THEY SHALL BE APPOINTED BY AND THE FUNDING RESPONSIBILITIES FOR THE DEVELOPMENT AUTHORITY OF THE CITY OF MILLEDGEVILLE AND BALDWIN COUNTY

WHEREAS, by joint resolution, adopted by the Mayor and Aldermen of the City of Milledgeville (the "City") on November 12, 1987, and adopted by the Board of Commissioners of Baldwin County, Georgia (the "County"), on November 19, 1987, there was created and activated, under the Development Authorities Law, particularly, but without limitation O.C.G.A. Sec. 36-62-5.1 thereof (collectively, the "Act"), for the City of Milledgeville and Baldwin County, Georgia, a joint development authority known as "Development Authority of the City of Milledgeville and Baldwin County" (the "Authority"); and

WHEREAS, by joint resolution, adopted by the County on April 11, 1994, and adopted by the City on April 12, 1994, the membership of said Authority was increased from seven (7) directors to nine (9) directors, as provided for in the Act, one of said new directors was to be appointed by the City and the other new director was to be appointed by the County, and the initial term of said new directors would expire on December 31, 1996; and

WHEREAS, by joint resolution, adopted by the County on September 20, 1994, and adopted by the City on September 27, 1994, the April, 1994 joint resolution, above mentioned, was amended to correct an error in the name of said Authority as used therein, and for other purposes; and

WHEREAS, by joint resolution, adopted by the County on January 21, 2014, and adopted by the City on March 25, 2014, staggered terms for the directors were established; and

WHEREAS, the City and the County have participated in Service Delivery Agreement negotiations and as a result of these negotiations, the City and the County have agreed to a change in the structure and operation of the Authority; and

NOW THERFORE BE IT RESOLVED, that as set forth herein, the County will henceforth assume responsibility for full funding of the financial needs for the Authority from the County general fund and/or any other County fund or revenues it deems appropriate. "Full funding" shall mean an amount at least equal to the amount of funding the City and County were funding the Authority prior to the County discontinuing its operational funding to the Authority, specifically said amount is $242,770; provided however, such amount of funding shall be provided for only the next three fiscal years of the County from the date of this Agreement. Thereafter, the County may adjust the funding to the Authority as the County deems appropriate in its sole discretion. In addition, the County shall assume full responsibility for the Authority OneGeorgia loan; and

BE IT FURTHER RESOLVED, that the number of voting directors shall be decreased from nine to seven members, with the two Authority members whose terms have expired ceasing to serve as indicated in Exhibit A. There shall henceforth be five voting directors appointed by the County, and two voting directors shall be appointed by the City. There may also be a liaison appointed by the City to attend meetings of the Authority but who shall not be a member or director or have any voting power on the Authority. The membership, seats to be appointed by the County, and by the City, and the current terms and expiration dates of those terms of the Authority members are set forth in Exhibit A as the same have been restructured by this resolution. Upon the expiration of the terms of the Authority members, whose terms have not already expired, as set forth in Exhibit A, all respective successor appointments by the

County and the City to the Authority shall be appointed to two-year terms. The restructuring of the Development Authority Board: (i) does not truncate or alter any Development Authority Board member's term, which has not already expired as indicated in Exhibit A, from the time of his or her appointment, (ii) is consistent with the Act, and (iii) does not deprive any previously appointed member from serving his or her full term, except for those persons whose terms have expired as indicated in Exhibit A. By their respective signatures to the Consent attached hereto as Exhibit B, the members of the Authority do hereby confirm and consent to the terms as set forth herein, including Exhibit A.

BE IT FURTHER RESOLVED, that there shall be furnished immediately to the Secretary of State a certified copy of this Resolution in compliance with the mandate set forth in the Act.

This Resolution shall be effective upon adoption by both the Mayor and Aldermen of the City of Milledgeville and the Baldwin County Board of Commissioners.

Passed and adopted in formal session, this 28 day of January, 2020.

COMMISSION CHAIR

ATTEST:

CLERK

Passed and adopted in formal session, this 6th day of February, 2020.

Mayor, City of Milledgeville

ATTEST:

Clerk, City of Milledgeville

EXHIBIT A

AUTHORITY APPOINTMENTS, MEMBERSHIP, AND CURRENT & FUTURE TERMS

Seat*	Appointing Authority as of the Effective Date of Joint Resolution	Name of Current Director	Effective Appointment Date	Date on Which Current Term Expired or Will Expire, as noted
1	County	Mac Patel	Jan. 22, 2019	Dec. 31, 2020
2	County	Ed Walker	Dec. 31, 2014	Dec. 31, 2020
3	City	Sharon Seymour	Dec. 31, 2016	Dec. 31, 2022
4	County	Derek Williams	Dec. 31, 2016	Dec. 31, 2022
5	City	Noris Price	Dec. 31, 2017	Dec. 31, 2023
6	County	Tyrone Evans	Dec. 31, 2017	Dec. 31, 2023
7	County	Greg Tyson	Dec. 31, 2015	Dec. 31, 2021

*The appointment by the City to the seat formerly held by Quentin Howell expired on December 31, 2018; similarly, the appointment by the County to the seat formerly held by Karen Rowell expired on December 31, 2018, and Ms. Rowell subsequently resigned from continued membership. Because both of these appointments have expired, and Ms. Rowell has resigned, to accommodate the reduction of board size to seven members, Mr. Howell and Ms. Rowell will not serve on the reconstituted board at this time, but may be reappointed by the City or County in their discretion as seats become available in the future.

EXHIBIT B

CONSENT

We the undersigned and duly appointed Directors of the Development Authority of the City of Milledgeville and Baldwin County, do by each of our respective execution hereof consent and agree to the terms of office specified in the joint resolution to which this Exhibit is attached:

SEAT	NAME	SIGNATURE
1	Mac Patel	
2	Ed Walker	
3	Sharon Seymour	
4	Derek Williams	
5	Noris Price	
6	Tyrone Evans	
7	Greg Tyson	

Georgia Department of
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*ELECTIONS, COUNTY*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide County Election services county-wide. A separate Form 2 has been created for Municipal Elections. This SDS Agreement will expire on February 28, 2030.

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:

Georgia Department of
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*ELECTIONS, MUNICIPAL*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*EMERGENCY MANAGEMENT AGENCY*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism.This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*EMERGENCY MEDICAL SERVICES*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism.This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*FIRE PROTECTION & PREVENTION*

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

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

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

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

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

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

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*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area and to the Central State Hospital in the City of Milledgeville pursuant to the IGA listed in Paragraph 5 below. Milledgeville acknowledges the IGA listed in Paragraph 5 below and consents to Baldwin County providing fire protection and prevention services to the Central State Hospital in accordance with the IGA listed in Paragraph 5 below, for as long as the IGA is in effect. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district pursuant to Paragraph 6 below.

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*
Fire Protection Services IGA	The Department of Human Services (previously the	04/01/1999 - 03/30/2049
	Department of Human Resources), Baldwin 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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations. The County and City acknowledge that the County is providing this service through a contract with the State or its Agencies to the property owned or controlled by the State of Georgia or its Agencies, commonly known as the Central State Hospital campus; that said property is located within the City; and that City grants the County permission to provide this service inside its boundaries for the duration of this SDS Agreement.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

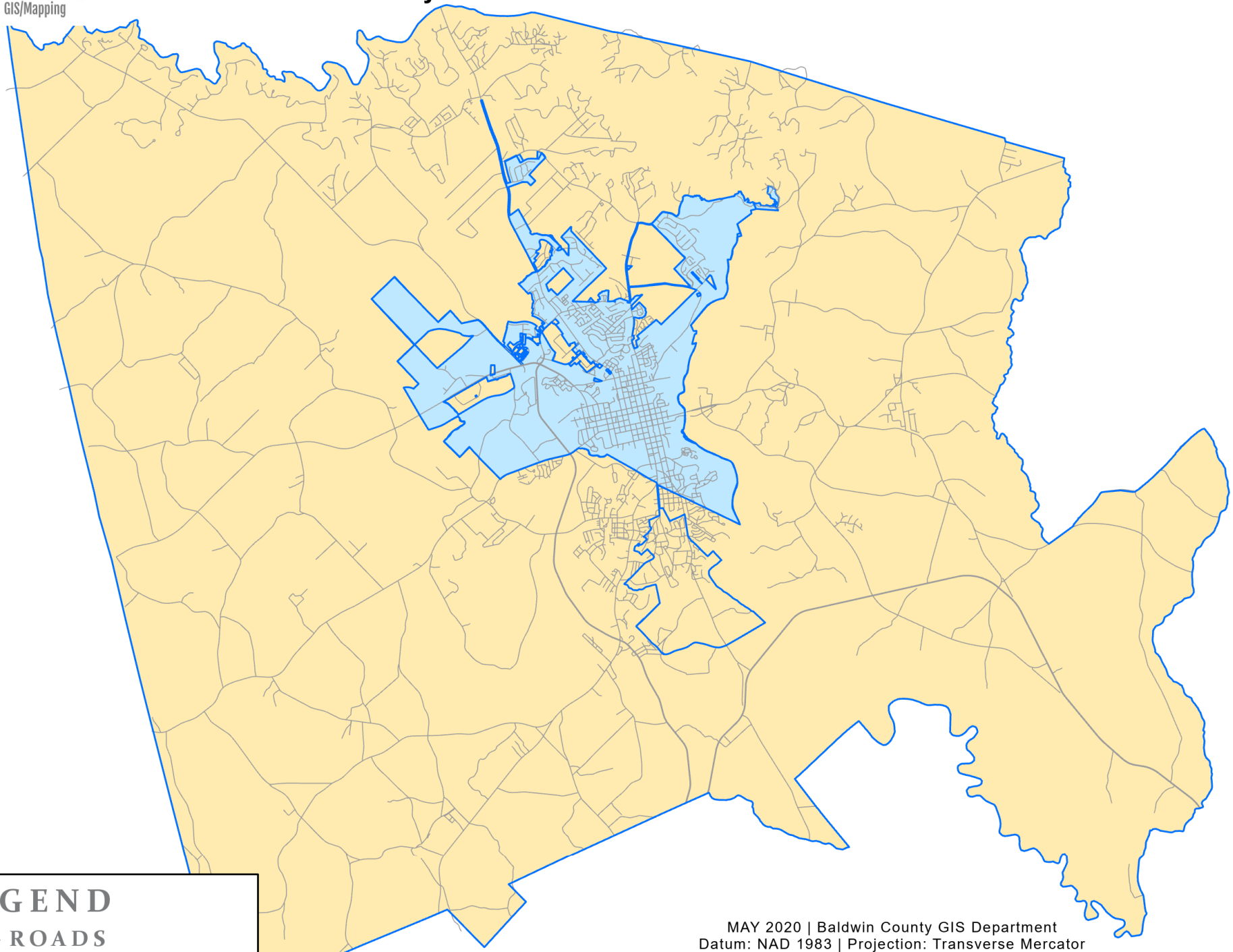
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Baldwin County
GIS/Mapping

Baldwin County Fire Protection & Prevention Service Area

N



LEGEND

ROADS

MILLEDGEVILLE

BALDWIN

BALDWIN COUNTY AND ALL OTHER ENTITIES INVOLVED IN THE GIS MAPPING PROCESS HEREBY DISCLAIM ANY WARRANTY OR ANY OTHER LIABILITY FOR THE ACCURACY OF THIS DATA, WHETHER IN PRINTED OR DIGITAL FORMAT. ALL DATA PROVIDED BY SAID ENTITIES IS FOR INFORMATIONAL/ PLANNING PURPOSES ONLY AND MAY NOT BE RELIED UPON AS EVIDENCE OF THE LOCATION OF PROPERTY LINES, TOPOGRAPHICAL FEATURES, LANDMARKS, MONUMENTS OR FOR ANY OTHER LEGAL PURPOSE. ANY QUESTIONS ABOUT THE GIS MAPPING PROCESS CAN BE ANSWERED BY CALLING BALDWIN COUNTY GIS AT 478 445-7125.

MAY 2020 | Baldwin County GIS Department
Datum: NAD 1983 | Projection: Transverse Mercator
PCS: NAD 1983 StatePlane Georgia East FIPS 1001 Feet
Data Source: Baldwin Co. GIS Department

0 2.5 5 10 Miles

STATE OF GEORGIA
COUNTY OF FULTON:

AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made as of this 1st day of April, 1999 by and between the **DEPARTMENT OF HUMAN RESOURCES**, an agency of the State of Georgia (hereinafter "DHR") and **BALDWIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County").

WITNESSETH:

WHEREAS, the State of Georgia, custody in DHR, is the fee simple owner of that certain real property lying and being located in Milledgeville, Baldwin County, Georgia, more particularly described in EXHIBIT "A," together with all improvements, fixtures, buildings, structures, plants, trees and shrubbery, more commonly known as Central State Hospital (hereinafter "CSH") Fire Station (hereinafter "Facility"); and

WHEREAS, DHR operates the Facility at, and for the benefit of, CSH and other state facilities on or adjoining the CSH Campus (hereinafter "External Facilities"); and

WHEREAS, the County operates various fire stations for the benefit of Baldwin County; and

WHEREAS, DHR and the County have agreed, pursuant to 1983 **GA CONST. ART IX, §III, ¶I**, to contract for a period not to exceed fifty (50) years for the provision of fire services and the use of the Facility; and

WHEREAS, the County has the capability to assume the obligations for and to continue a full service operation of the Facility for the mutual use and benefit of the County and State; and

WHEREAS, the County desires to acquire and the State desires to transfer the personal property (hereinafter "Personalty") used in the operation of the Facility; and

WHEREAS, O.C.G.A. 50-5-143 provides that the Georgia Department of Administrative Services (hereinafter "DOAS") may authorize the disposal of surplus personal property to a political subdivision by negotiated sale or transfer provided the sales price constitutes reasonable consideration for the property; and

WHEREAS, as part of this Agreement, the County desires to provide the hospital and the External Facilities, and CSH desires to accept from the County, fire protection services; and

NOW, THEREFORE, in consideration of mutual promises and public purposes herein contained and provided for, be it agreed as follows:

I

GENERAL PROVISIONS

A.

BASIC AGREEMENT

Pursuant to 1983 GA CONST. ART. IX, §III, ¶I, DHR and the County are entering this Intergovernmental Agreement for the provision of fire protection services. The County shall operate the Facility and provide fire protection services to CSH, the External Facilities and the County. DHR will convey to the County, maintaining in DHR an option to repurchase, the Personalty used by DHR to provide fire protection services. Additionally, DHR employees working at the Facility as of the Commencement Date (as hereinafter defined) will become borrowed servants (as hereinafter defined) of the County and will work at the direction of the County.

B.

TERM

The term of this Agreement (hereinafter "Term") shall become effective at 12:01 AM on April, 1, 1999 (hereinafter "Commencement Date") and shall automatically terminate at 11:59 PM on the day immediately preceding the fiftieth (50th) anniversary of the Commencement Date (hereinafter "Expiration Date") unless otherwise terminated.

C.

CONSIDERATION

1. Services: From the Commencement Date through the fifth (5th) year of the Term of this Agreement, DHR shall compensate the County for operating the Facility at a rate of **FIVE HUNDRED AND FIFTY THOUSAND DOLLARS** ($550,000.00) per year to be paid in four (4) equal quarterly installments due and payable, in advance, on the first day of each calendar quarter. Should the County not begin operating the Facility on the Commencement Date, the quarterly installment due and payable upon commencement shall be prorated based upon the Commencement Date. At the commencement of each five (5) year increment during the Term, the **FIVE HUNDRED THOUSAND AND FIFTY THOUSAND DOLLARS** ($550,000.00) compensation rate shall be increased by that percentage by which the "Cost of Living Index" or comparable index has increased since January 1, of the first (1st) year of the five (5) year increments. "Cost of Living Index" means the "Consumer Price Index - All Items" for the geographical area which

includes Baldwin County, as prepared and reported by the Bureau of Labor Statistics of the United States Department of Labor.

D.

TERMINATION

1. DHR shall have the option of terminating this Agreement should the County, for whatever reason, fail, refuse or be unable to provide fire protection services for a period in excess of thirty (30) days. In such event, DHR shall provide written notice of its intention to terminate based upon such inability or refusal to provide services and County shall have thirty (30) days from the receipt of such notice in which to resume operations or make provisions therefor, otherwise this Agreement shall terminate 30 days from the receipt of said notice. If it is felt necessary by the CSH Facility Administrator, interim services will be sought for the protection of clients and employees of CSH during the 30 day notice period. If DHR and the County continue under this Agreement after the notice by CSH, then the cost of the interim services will be deducted from any subsequent payments made by CSH under Paragraph 1.C.1. If this Agreement is terminated after the notice period, the County shall reimburse DHR for the cost of the interim services, up to a period of 30 days.

II

OPERATIONS

A.

OPERATING AGREEMENT

Beginning on the Commencement Date, the County shall undertake the administration, operation and management of the Facility at its sole risk, responsibility and discretion.

B.

LIABILITY AND INSURANCE

1. General Liability Agreement: The County shall be responsible to DHR from the Commencement Date for all injury or damage of any kind to property, real or personal, resulting from any negligent act or omission or breach, failure or other default regarding the use of the Facility by the County or its contractors, its agents, employees or others working at the direction of County or on County's behalf excluding the Borrowed Servants.

2. General Liability Agreement: - County presently has in place a risk management program with a minimum balance of $1,000,000.00 in liquid assets. County does hereby pledge said fund for the purpose of satisfying the liability and other insurance requirements set out herein. DHR does hereby accept said risk management program as adequate self-insurance so as to comply with all of the insurance requirements hereinafter listed so long as County maintains said program and maintains not less than $1,000,000.00 in said fund.

3. Insurance Requirements:

(a) Insurance Certificates. If at any time, County discontinues its risk management program or fails to maintain at least $1,000,000.00 in said fund, the County shall, procure the insurance coverages identified below through commercial insurance or approved self-insurance at the County's own expense and shall furnish DHR an insurance certificate listing DHR as the certificate holder. The insurance certificate must provide the following:

(i) Name and address of authorized agent
(ii) Name and address of Insured
(iii) Name of insurance company(ies)
(iv) Description of policies
(v) Policy Number(s)
(vi) Policy Period(s)
(vii) Limits of liability
(viii) Name and address of State Agency as certificate holder
(ix) Project Number and Name
(x) Signature of authorized agent
(xi) Telephone number of authorized agent
(xii) Mandatory forty-five (45) days notice of cancellation/non-renewal (See 2(b)(i) below).

(b) Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

(i) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until forty-five (45) days after DHR has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this Agreement shall have been received, accepted, and acknowledged by DHR.

(ii) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").

(iii) Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnitees remains in full force and effect and is not waived by any policy of insurance. The Attorney General of Georgia shall represent and defend the Indemnitees. In the event of litigation, any settlement on behalf of the Indemnitees must be expressly approved by the Attorney General. The County and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney General and such counsel.

(iv) Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed $10,000.00.

(c) Insurance Coverages. The County agrees to purchase through commercial insurance or approved self-insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, have been procured by the County. The minimum required coverages and liability limits are as follows:

(i) Workers' Compensation. The County agrees to provide Workers' Compensation coverage for all County employees in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the County qualifies to pay its own workers' compensation claims. The County shall require all subtenants or contractors using the property or performing work under this agreement to obtain an insurance certificate showing proof of Workers' Compensation and shall submit a certificate on the letterhead of the County in the following language prior to taking possession of the property:

> "This is to certify that all subtenants and/or contractors performing work on this property are covered by their own worker's compensation insurance or are covered by the County's worker's compensation insurance."

(ii) Employers' Liability Insurance. The County shall also maintain Employers Liability Insurance Coverage with limits of at least:

(1) Bodily Injury by Accident - $1,000,000 each accident; and
(2) Bodily Injury by Disease - $1,000,000 each employee.

The County shall require all subtenants or contractors performing work under this Agreement to obtain an insurance certificate showing proof of Employers Liability

Insurance Coverage and shall submit a certificate on the letterhead of the County in the following language prior to the Commencement Date taking possession of the property:

> "This is to certify that all subtenants or contractors performing work at the Facility, are covered by their own employers liability insurance or are covered by the County's general employers liability insurance."

(iii) Commercial General Liability Insurance. The County shall provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, personal injury liability, fire legal coverage and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	*Limit*
(1) Premises and Operations	$1,000,000 per Occurrence
(2) Personal Injury	$1,000,000 per Occurrence
(3) Contractual	$1,000,000 per Occurrence
(4) General Aggregate	$2,000,000 per Occurrence

(iv) Additional Requirements for Commercial General Liability Insurance:

(1) The policy shall name as additional insureds the officers, members and employees of the State Agency and the State of Georgia, but only with respect to claims that arise out of County's use of the Facility or its negligence in performing work, including completed operations, under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.

(2) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act, shall be no broader than the coverage extended to the County and is not expanded to cover claims and losses that are not insurable under the County's policy.

(3) The policy or policies must be on an "occurrence" basis.

(4) The policy must include separate aggregate limits per project.

(v) Commercial Business Automobile Liability Insurance. The County shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than $1,000,000 Combined Single Limits for each occurrence.

(vi) Additional Requirements for Commercial Business Automobile Liability Insurance:

(1) The policy shall name as additional insureds the officers, members and employees of the State Agency and the State of Georgia, but only with respect to claims that arise out of County's use of the property or its negligence in performing work, including completed operations, under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.

(2) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act, shall be no broader than the coverage extended to the County and is not expanded to cover claims and losses that are not insurable under the County's policy.

(vii) Commercial Umbrella Liability Insurance. The County shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages shall be:

$2,000,000 per Occurrence
$2,000,000 Aggregate

(viii) Additional Requirements for Commercial Umbrella Liability Insurance:

(1) The policy shall name as additional insureds the officers, members and employees of the State Agency and the State of Georgia, but only with respect to claims that arise out of County's use of the property or its negligence in performing work, including completed operations, under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. § 50-21-20 *et seq.* is not the exclusive remedy.

(2) The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act, shall be no broader than the coverage extended to the County and is not expanded to cover claims and losses that are not insurable under the County's policy.

(3) The policy must be on an "occurrence" basis.

(ix) Insurance on Premises: County shall at all times have in place insurance coverage covering improvements and fixed equipment against "all risks" including, but not limited to, loss or damage by fire, lightning, explosion, windstorm or hail, smoke, aircraft, watercraft, vehicles, riot or civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, earthquake, flood, falling objects, weight of snow, ice

or sleet, water damage, theft or collapse. State Agency shall, in its discretion and at all times, solely determine the adequacy of the amount of coverage and the risks insured. Such insurance shall name the State Agency and County as insureds as their interests may appear.

(d) Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this agreement, as such Term may be renewed, modified or extended, or the County shall have vacated the property, whichever is the later.

(e) Failure of Insurers. The County is responsible for any delay resulting from the failure of his insurance carriers or self-insurance program to furnish proof of proper coverage in the prescribed form, or for the insolvency or financial failure of such insurance carriers or self-insurance program.

C.

BORROWED SERVANTS

1. Borrowers Servants: Upon the Commencement Date the employees of DHR listed on Exhibit "B" attached hereto and incorporated by this reference, shall become Borrowed Servants of the County (hereinafter "Borrowed Servants"), entirely subject to the County's control and supervision. DHR shall remain the appointing authority of the Borrowed Servants. The Borrowed Servants shall have the status, benefits and salaries, including raises, to which they are or would be normally entitled as state employees for the services being performed by them. Merit raises, promotions and disciplinary matters for the Borrowed Servants shall be determined and implemented by DHR and other appropriate units of state government upon the advice of the County. The County shall keep current personnel records on each Borrowed Servant upon forms and according to directions of DHR, to include any misconduct or unsatisfactory performance by Borrowed Servants and any other information needed by DHR for personnel purposes. The County may assign the Borrowed Servants to the Facility or transfer, change the job duties of and supervise as the County's personnel any Borrowed Servants currently at the Facility. Other than salary and benefits, the County shall be responsible for all employee expenses such as training, uniforms, and personal equipment.

2. Attrition. (a) Upon the departure of the Borrowed Servants from state employment, for any reason, the County shall have the right to select and hire its own employees to fill the vacancies or to leave them vacant. All such employees shall be employees of the County and the County in its sole discretion, may staff the Facility with such additional personnel and supervisors as it may determine.

(b) The right of the County described in this Section to fill vacated positions of the Borrowed Servants shall be held in abeyance if, and only if, DHR requires the continuing power to fill the positions in order to comply with the Consent Order and any other orders issued pursuant to Kennedy v. Crittendon, Case No. 77-200-MAC, pending

in the Macon Division of the United States District Court for the Middle District of Georgia. If DHR is required to maintain the positions as state positions and hires an employee that becomes a Borrowed Servant, DHR will continue to seek reimbursement for the Borrowed Servants according to the terms of this Agreement.

3. Reimbursement. DHR will invoice the County, on either a monthly or quarterly basis, in DHR's discretion, for actual employment costs of the Borrowed Servants including but not be limited to salaries, employee benefits, premium payments for worker's compensation, unemployment and liability insurance. On or before the thirtieth (30th) day of month following the date of DHR's request for reimbursement, the County shall reimburse DHR for such cost. In no event shall such reimbursement exceed the monthly consideration paid by DHR to County for the County's operation of the Facility.

4. Liaison. The County shall maintain liaison with the CSH Facility Administrator or his designee, and the Facility Administrator or other designee shall maintain liaison with the County Manager for the County, or such other person as the County may designate.

5. No Third-Party Rights. This Agreement neither enlarges nor diminishes any rights or privileges which the Borrowed Servants may have, and neither the Borrowed Servants nor any other person shall be third-party beneficiaries of this Agreement.

D.

ACCESS TO, USE OF, AND MAINTENANCE OF THE FACILITY

1. Use. The County shall use the Facility for the sole purpose of providing fire protection and related services, as described below, to CSH, the External Facilities and the County.

2. Access. During the Term of this Agreement, the County shall have reasonable access across CSH campus for the purpose of operating the Facility. If access is necessary to the Facility across real property in the custody of a State agency other than DHR, DHR shall assist the County in obtaining similar permission.

3. Maintenance and Repair of the Facility. Unless otherwise stated, the County shall be responsible for all maintenance and repair of the facility. Upon approval by DHR, the county may make structural changes to the facility.

4. Utilities. DHR shall arrange for the provision of electrical and water and sewer services to the Facility. DHR shall bill the County monthly for the cost of the provided utilities. The County shall be responsible for the provision of all other utility services.

5. Services. Where appropriate, the County and DHR shall negotiate, under separate agreement, the provision of other services.

III

PROVISION OF FIRE PROTECTION SERVICES

A.

County Duties: The County shall provide fire protection to CSH and the External Facilities in substantially the same manner and to substantially the same extent as is now provided by the CSH Fire Department. County duties include but are not limited to i) providing response to smoke and fire calls; ii) annual life safety inspections in all CSH buildings; iii) assisting with required fire drills; iv) fire extinguisher maintenance, testing and refilling for CSH and Department of Corrections; v) participation in staff fire safety training; and vi) response to hazardous materials emergencies. County will provide the labor for the maintenance, testing and refilling of the fire extinguishers.

B.

DHR Duties. DHR shall be responsible for replacing extinguishers within the Hospital facilities as needed and shall reimburse the County for the chemicals and spare or replacement parts needed for maintaining fire extinguishers. DHR shall continue the operation of its Simplex Alarm system in substantially the same manner and for substantially the same purposes as is now provided and shall pay the costs thereof outside of this contract.

IV

CONVEYANCE OF TRADE FIXTURES AND PERSONALTY

A.

Conveyance. DHR agrees to sell and County agrees to purchase the Fixtures and Personalty (hereinafter collectively referred to as "Personal Property"), more particularly described on Exhibit "C" attached hereto and by this reference, incorporated herein.

B.

Purchase Price. The purchase price for the Personalty shall be **ONE HUNDRED AND FIFTY-SIX THOUSAND DOLLARS** ($156,000.00) to be paid by the County at the rate of **THIRTY-ONE THOUSAND TWO HUNDRED DOLLARS** ($31,200.00) per year due and payable in quarterly increments of **SEVEN THOUSAND, EIGHT HUNDRED DOLLARS ($7,800.00)**.

C.

Service Agreements/Property Agreements. To the best of DHR's knowledge, there are no Service Agreements or Property Agreements relating to the operation or maintenance of the Facility that will be transferred to the County. (See Exhibit "D" and "E".)

D.

Form of Conveyance Instruments. DHR shall execute and tender at closing the instruments entitled "Bill of Sale for Trade Fixtures and Personal Property", a copy of which is attached hereto as Exhibit "F" and by this reference is incorporated herein;

E.

Transfer of Vehicles: Prior to the commencement date, DHR shall submit the appropriate documentation to have title ownership of the vehicles being conveyed and transferred herein to the name of the County.

F.

Termination of Operations: In the event, the County, for any reason, discontinues operation of the Facility and DHR assumes operation thereof, the Personal Property being conveyed herein along with any personalty purchased hereafter and used in the operation of the Facility, shall be loaned to DHR for a period not to exceed a period of twelve (12) months after DHR assumes operation of the Facility. During the twelve (12) month loan term, DHR shall have the option of purchasing any or all of the Personal Property being loaned at the then fair market value.

G.

Survival. In further consideration thereof, all parties agree that the Bill of Sale is executed, delivered and accepted upon and subject to the terms of this Agreement, and this Agreement shall survive the closing thereof.

H.

Delivery of Possession. DHR shall deliver possession of the Personal Property to the County in the same condition as the Personal Property exists on the date of the Agreement, normal wear and tear excepted.

V

MISCELLANEOUS PROVISIONS

A.

Compliance with Law. During the operation of the Facility, the County shall comply with all laws including but not limited to laws, rules and regulations that govern the provision of fire protection services.

B.

Notices. All notices, requests, demands and other communications provided for hereunder including the invoices shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivered by carrier or personally delivered to the appropriate party; or facsimile transmissions, immediately followed by a telephone call to confirm delivery to:

Georgia Department of Human Resources
Office of Technology and Support
#2 Peachtree Street, N.W., Suite 29
Atlanta, Georgia 30303-3182
Telephone Number: (404) 656-4427
Facsimile Number: (404) 651-8596
ATTN: David L. Allen

Central State Hospital
Assistant Superintendent-Administrative
Central State Hospital
Lawrence Building
Milledgeville, GA 31602
Telephone Number (912) 445-5317
Facsimile Number (912) 445-6598
ATTN: Dan McMillian

Baldwin County, Georgia
North Wilkinson Street
Milledgeville, GA 31061
Telephone Number: (912) 445-4791
Facsimile Number:
ATTN: Joan G. Minton

The date upon which such notice is delivered will be deemed the date thereof. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or

inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

C.

Assignment. Except as herein provided, the County will not transfer or assign all or any of its right, title or interest hereunder or delegate any of its duties or obligations hereunder without the prior written consent of Authority, which consent will not be unreasonably withheld. County may, without the consent of the Authority, transfer or assign this Agreement or any of the County's rights or duties hereunder to another department of Baldwin County without DHR's consent.

D.

Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

E.

No Waivers. No failure of a party to exercise any power given such party hereunder or to insist upon strict compliance by the other to its obligation hereunder and no custom or practice of the parties in variance with the terms of the parties in variance with the terms hereof shall constitute a waiver of any rights of a party to demand exact compliance with the terms hereof.

F.

Interpretation. The parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this Agreement. Should any provisions of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either party because it drafted the particular provision, or the provision was for the party's benefit, or the party enjoyed a superior bargaining position.

G.

Bond Indebtedness. There are no outstanding revenue bonds or other indebtedness against this facility.

H.

Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.

I.

No Third Party Beneficiaries. Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefit under or by reason of this Agreement.

J.

Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the Facility and any other subject matter, which is a subject of this Agreement. The Agreement is the entire agreement between them with respect to its subject matters. No agent, employee, officer or representative of, or attorney for either, has had or has authority to make, or has made, or is making, any statement, representation or agreement, oral or written, amending or supplementing the provisions of this Agreement or addressing its subject matter except as provided for herein. Neither this Agreement nor amendment to this Agreement shall be binding on either party until and unless it shall be fully executed by both, and in case of amendment, have express reference to and be made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names as of the date hereof.

GEORGIA DEPARTMENT OF HUMAN RESOURCES

Tommy Olmstead, Commissioner

Attest: Dale Livesay

Its: _____

NOTARY PUBLIC, DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES DECEMBER 16, 2001

(Seal)

BALDWIN COUNTY, GEORGIA

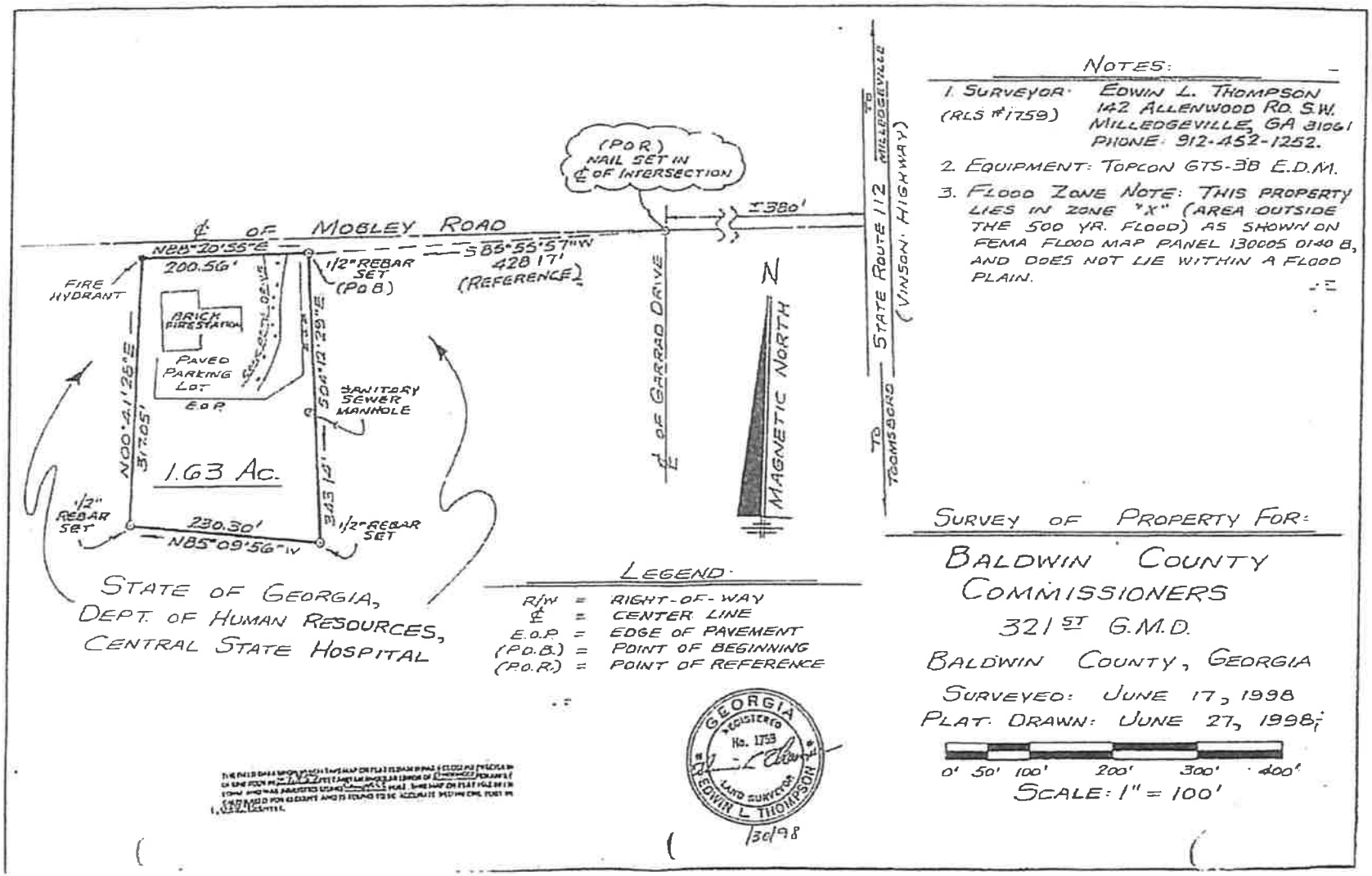
Bernard Ace Parker

By: Bernard "Ace" Parker
Its: Chairman

Attest: Cynthia K Cunningham
Its: County Clerk

(Seal)

EXHIBIT "A"



NOTES:

1. SURVEYOR: (RLS #1759) EDWIN L. THOMPSON, 142 ALLENWOOD RD. S.W., MILLEDGEVILLE, GA 31061, PHONE: 912-452-1252.
2. EQUIPMENT: TOPCON GTS-3B E.D.M.
3. FLOOD ZONE NOTE: THIS PROPERTY LIES IN ZONE "X" (AREA OUTSIDE THE 500 YR. FLOOD) AS SHOWN ON FEMA FLOOD MAP PANEL 130005 0140 B, AND DOES NOT LIE WITHIN A FLOOD PLAIN.

LEGEND:

R/W	=	RIGHT-OF-WAY
℄	=	CENTER LINE
E.O.P.	=	EDGE OF PAVEMENT
(P.O.B.)	=	POINT OF BEGINNING
(P.O.R.)	=	POINT OF REFERENCE

GEORGIA REGISTERED No. 1759 LAND SURVEYOR EDWIN L. THOMPSON

1/30/98

SURVEY OF PROPERTY FOR:

BALDWIN COUNTY COMMISSIONERS
321ST G.M.D.
BALDWIN COUNTY, GEORGIA

SURVEYED: JUNE 17, 1998
PLAT DRAWN: JUNE 27, 1998

0' 50' 100' 200' 300' 400'
SCALE: 1" = 100'

EXHIBIT "B"

DEPARTMENT OF HUMAN RESOURCES
10-CENTRAL STATE HOSPITAL
083-SECURITY & FIRE
092-FIRE DEPARTMENT

STATE OF GEORGIA
GEORGIA EMPLOYMENT MANAGEMENT SYSTEMS
*** NEXT FISCAL YEAR ***
PERSONAL SERVICES PROJECTION
BY COST CENTER

REPORT/SECTION: P427NY05 1231
REQUEST NAME : NFY 4% WIGI
EFFECTIVE DATE: 04-30-1998
PRINT DATE : 05-08-1998
PAGE NUMBER : 819

POS.NO. BUD.ID ALLOC.DT ABOL.DT EMPLOYEE NAME SAL.ADV	POS.CLASS TITLE EMP.CLASS TITLE	GR GR/INC/P	TIME B.BEG STAT B.END	FY 98S 98 WIGI	FY 99S 98 WIGI 99 WIGI	TOTAL SAL	---FRINGES---	TOTAL COST
A. FY 1998 BUDGETED POSITIONS								
4294040 05-16-73 LAWRENCE,CLYDE L 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE FIGHTER, SGT FIRE FIGHTER, SGT PROJ.2	10 10/245/U FS. 4	100.0 07-78 100.0 08-99 100.0 36,290	4,314 0	25,884 0 770	26,654	2,039-FICA 4,285-RET+ 3,332-H.I.	36,290
4294042 04-08-71 SNOW,JAMES H 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE FIGHTER, CAPT FIRE FIGHTER, CAPT PROJ.2	13 13/321/U FS. 4	100.0 11-74 100.0 08-99 100.0 52,544	6,254 0	37,524 0 1,130	38,654	2,957-FICA 6,101-RET 4,832-H.I.	52,544
4294049 01-01-72 ROGERS,MILLER 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE FIGHTER FIRE FIGHTER PROJ.2	09 09/178/U FS. 4	100.0 07-77 100.0 08-99 100.0 28,210	3,117 0	18,702 0 549	19,251	1,473-FICA 3,080-RET+ 2,408-H.I.	28,210
4294048 10-01-74 NELSON,DERYL ARNAZ 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE FIGHTER FIRE FIGHTER PROJ.2	09 09/178/U FS. 4	100.0 11-74 100.0 08-99 100.0 28,210	3,117 0	18,702 0 549	19,251	1,473-FICA 3,080-RET+ 2,408-H.I.	28,210
TOTAL FILLED POS. 15.000 EMP. 15.000				60,788 0	364,808 0 10,853	375,461	28723-FICA 59854-RET. 48934-H.I.	510,772
--VACANT--								
4294005 04-08-71 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE FIGHTER, LT ********** PROJ.2	12 U FS. 4	100.0 11-74 08-99 100.0 31,380	3,728 0	22,368 0 868	23,034	1,782-FICA 3,685-RET+ 2,879-H.I.	31,380
4294007 04-08-71 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE FIGHTER ********** PROJ.2	09 U FS. 4	100.0 11-74 08-99 100.0 25,221	2,998 0	17,988 0 536	18,524	1,417-FICA 2,964-RET+ 2,318-H.I.	25,221
4294013 04-08-71 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE MARSHAL (CSH) ********** PROJ.2	12 U FS. 4	100.0 11-74 08-99 100.0 33,893	4,029 0	24,174 0 720	24,894	1,904-FICA 3,983-RET+ 3,112-H.I.	33,893
4294023 07-16-75 10-98 POS.COA.511.001 ORG.10-83-92-1	FIRE FIGHTER ********** PROJ.2	09 U FS. 4	100.0 07-85 08-99 100.0 25,221	2,998 0	17,988 0 536	18,524	1,417-FICA 2,964-RET+ 2,318-H.I.	25,221
TOTAL VACANT POS. 4.000 EMP. .000				13,753 0	82,518 0 2,458	84,976	6500-FICA 13598-RET. 10823-H.I.	115,695

EXHIBIT "B"

DEPARTMENT OF HUMAN RESOURCES
10-CENTRAL STATE HOSPITAL
083-SECURITY & FIRE
092-FIRE DEPARTMENT

STATE OF GEORGIA
GEORGIA EMPLOYMENT MANAGEMENT SYSTEMS
*** NEXT FISCAL YEAR ***
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PRINT DATE : 05-08-1998
PAGE NUMBER : 618

POS.NO. BUD.ID ALLOC.DT ABOL.DT / EMPLOYEE NAME SAL.ADV	POS.CLASS TITLE / EMP.CLASS TITLE	GR / GR/INC/P	TIME STAT / B.BEG / B.END	FY 98S 98 WIGI	FY 98S 98 WIGI	TOTAL SAL	---FRINGES---	TOTAL COST
A. FY 1998 BUDGETED POSITIONS								
--FILLED--								
4294002 04-08-71	FIRE FIGHTER, CAPT	13	100.0 11-74	5,289	31,614	32,559	2,491-FICA	44,245
HOLLOWAY,TERRY C 10-98	FIRE FIGHTER, CAPT	13/288/U	100.0 08-99	0	0		5,125-RET	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 44,245		945		4,070-H.I.	
4294003 04-08-71	FIRE FIGHTER	09	100.0 07-80	3,042	18,252	18,792	1,438-FICA	25,588
HINCEY,ROBERT WAYNE 10-98	FIRE FIGHTER	09/173/U	100.0 08-99	0	0		3,007-RET+	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 25,588		540		2,349-H.I.	
4294008 04-08-71	FIRE FIGHTER	08	100.0 11-74	4,149	24,894	25,637	1,961-FICA	34,821
ENGLISH,GEORGE A 10-98	FIRE FIGHTER	09/237/U	100.0 08-99	0	0		4,018-RET	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 34,821		743		3,205-H.I.	
4294009 12-16-75	FIRE FIGHTER	09	100.0 07-84	3,819	22,914	23,598	1,805-FICA	32,129
HOPKINS,DAVID L 10-98	FIRE FIGHTER	09/220/U	100.0 08-99	0	0		3,778-RET+	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 32,129		884		2,950-H.I.	
4294012 04-08-71	FIRE FIGHTER, CAPT	13	100.0 11-74	4,109	24,654	25,388	1,942-FICA	34,588
HALLER,TONY LEE 10-98	FIRE FIGHTER, CAPT	13/235/U	100.0 08-99	0	0		4,082-RET+	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 34,588		734		3,174-H.I.	
[redacted]								
4294017 04-01-72	FIRE FIGHTER, SGT	10	100.0 07-78	3,692	22,152	22,809	1,745-FICA	31,054
SHINHOLSTER,FRANKLIN B. 10-98	FIRE FIGHTER, SGT	10/213/U	100.0 06-99	0	0		3,649-RET+	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 31,054		857		2,851-H.I.	
4294020 10-01-74	FIRE FIGHTER, SGT	10	100.0 07-78	4,314	25,884	26,654	2,039-FICA	38,208
JONES,ROBERT STANLEY 10-98	FIRE FIGHTER, SGT	10/245/U	100.0 08-99	0	0		4,181-RET	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 38,208		770		3,332-H.I.	
4294029 04-08-71	FIRE FIGHTER, LT	12	100.0 11-74	3,728	22,368	23,034	1,782-FICA	31,360
ALLEN,ARTHUR LAMAR 10-98	FIRE FIGHTER, LT	12/215/U	100.0 08-99	0	0		3,885-RET+	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 31,360		665		2,879-H.I.	
4294035 05-18-73	FIRE FIGHTER	09	100.0 11-74	4,149	24,894	25,637	1,961-FICA	34,821
PARHAM,EUGENE 10-98	FIRE FIGHTER	09/237/U	100.0 08-99	0	0		4,018-RET	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 34,821		743		3,205-H.I.	
4294039 10-01-74	FIRE FIGHTER, SGT	10	100.0 11-74	3,819	22,914	23,598	1,805-FICA	32,120
KNOWLES,TERRY A. 10-98	FIRE FIGHTER, SGT	10/220/U	100.0 08-99	0	0		3,778-RET+	
POS.COA.511.001 ORG.10-83-92-1	PROJ.2	FS. 4	100.0 32,129		884		2,950-H.I.	

EXHIBIT "C"

CENTRAL STATE HOSPITAL
FIRE DEPARTMENT

FIRE AND RESCUE EQUIPMENT

A. PUMPER #4500

Pierce, Ford F-8000T Chassis
Capacity: 1250 GPM (Centrifugal) Model 1987
Radio: 16 channel Motorola Mostar
Booster Tank Capacity: 350 gallons

B. AERIAL PLATFORM #1513 (96)

Pirsch Snorkel Model 85-SFF
85 foot/1500 GPM (Centrifugal)
Radio: 16 channel Motorola Maxtrac 300
Booster Tank Capacity: 200 gallons
Full complement of ground ladders

C. FIRE KNOCKER #1579 (171)

Ford F-250 chassis
Pump Capacity: 250 GPM (Centrifugal)
Model 1975
Booster Tank Capacity: 200 gallons
Radio: 16 channel Motorola Maxtrac 300

VEHICLES

#8698	Year:	85
	Make:	Dodge
	Model:	Ram 150
	Condition:	Fair
	Radio:	None
	Siren:	None
	Light:	Revolving

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*GOLF*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service countywide. This SDS Agreement will expire on February 28, 2030.

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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

COUNTY:BALDWIN	Service:*HOSPITAL*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forefeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues. Revenues are derived
	from a county-wide special service district to provide funding for the Hospital and
	associated services.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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 Contract	Baldwin County, Baldwin County Hospital Authority	06/20/17 - 12/31/2026

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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

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

STATE OF GEORGIA

BALDWIN COUNTY

INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract, made and entered into as of the 20 day of June, 2017 (this "Intergovernmental Contract"), by and between BALDWIN COUNTY, GEORGIA, (the "County"), a political subdivision of the State of Georgia, and BALDWIN COUNTY HOSPITAL AUTHORITY (the "Authority"), a State created authority of the State of Georgia.

WITNESSETH:

The Georgia Supreme Court has held that the County can budget money to provide medical care to indigent residents without violating the illegal gratuities provision of the State Constitution, *Brock vs. Chappell*, 196 Ga. 567, 27 S.E. 2d 38 (1943).

State law allows the County to levy and collect taxes for the express purpose of "supporting indigent individuals" and "to provide hospitalization and medical or other care for the indigent sick people of the County," O.C.G.A. Section 48-5-220.

The Authority owns a public hospital facility located in Baldwin County, Georgia (the "Hospital Facility"). The Hospital Facility has been operated by the Authority or other entities with which it has contracted.

The Intergovernmental Contracts Clause permits the County to contract with the Authority for the care maintenance, and hospitalization of its indigent sick including the payment of revenues realized by the County for the costs of acquisition, construction, modernization, or repairs of the Hospital Facility. GA. Const. Art. IX, Section 3, Paragraph I.

The County and the Authority desire to enter into this Agreement to evidence the County's financial commitment to provide hospitalization and medical or other care for the indigent sick people of the County and to evidence the Authority's commitment to use those funds for the purpose of providing services to qualified indigent residents for the term of this Agreement.

NOW THEREFORE, for and in consideration of the promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto intending to be legally bound do hereby agree as follows:

The Authority, its successors and assigns, agrees to provide indigent care to citizens receiving treatment at the Hospital Facility who have no health insurance, inadequate health insurance and who otherwise lack the ability to pay for the medical services provided to them at the Hospital Facility.

In consideration for the Authority, its successors and assigns, providing health care services to indigent recipients, the County agrees to pay to the Authority, its successors and assigns, the sum of Five Hundred Thousand Dollars ($500,000.00) per year to help defray the costs of indigent care provided by the Authority, its successors and assigns.

The Authority, its successors and assigns, shall provide to the County financial reports which indicate that the money contributed hereunder is spent to defray the cost of indigent care at the Hospital Facility. These reports shall be supplied on at least an annual basis. The County reserves the right to request such financial reports on a more frequent basis.

It is acknowledged and understood by both parties to this Agreement that the County is not assuming the full cost of indigent care rendered by the Authority, its successors and assigns, at the Hospital Facility. The County makes this annual contribution as a sign of its commitment to the healthcare provider of hospital indigent services and in no way commits itself to cover the full cost of indigent healthcare services in Baldwin County.

The term of this Agreement shall be for a fixed term of ten years. The first annual payment for calendar year 2017 shall be paid by the County to the Authority, its successors and assigns, on or before December 31, 2017. Successive annual payments shall be made by the County to the Authority, its successors and assigns, by December 31st of each year during the term of this agreement. The final payment shall be made no later than December 31, 2026.

It is acknowledged that the Authority currently intends to sell the Hospital Facility to a third party ("Purchaser") who will provide hospitalization and medical care at the Hospital Facility. The County's obligations hereunder shall survive the sale to Purchaser. The Authority may transfer or assign the payments due from the County hereunder, or its other rights herein, to Purchaser, subject to the terms and conditions contained herein.

The County's obligation to make these annual payments to the Authority, its successors and assigns, shall cease at the conclusion of the term for this Agreement or upon the cessation of the Authority, its successors and assigns, to operate the Hospital Facility in Baldwin County, Georgia, or the Authority, its successors and assigns failure to provide "Full Service Hospital Facility" as herein after defined whichever shall first occur.

A Full Service Hospital Facility means that the Authority, its successors and assigns, retains its general acute care hospital license with the Department of Community Health of the State of Georgia and continues to provide such services as emergency services, general medical and surgical services (inpatient and outpatient), imaging and radiology, an intensive care unit, laboratory services, rehabilitation services, subspecialty services to support core services (e.g., gastroenterology, cardiopulmonary, and urology) and women's and newborn's services. The services included in this description of "Full Service Hospital Facility" may be modified in the future to the extent necessary to maintain appropriate levels of qualified care within the community, based on, for example, adequate and appropriate personnel needed to provide such services, necessity of the applicable service, technological improvements which justify consideration of alternate services and economic feasibility.

Presently, ambulance services are provided to the citizens of Baldwin County by virtue of a contract between the present operator of the Hospital Facility and a private ambulance service. The Authority, its successors and assigns, or any subsequent Purchaser of the Hospital

Facility shall continue to provide ambulance services to the citizens of Baldwin County. The County's obligation to make the annual payments specified herein shall cease if these ambulance services are not provided by the Authority, its successors and assigns, or any subsequent Purchaser.

This Intergovernmental Contract is a full and complete statement of the agreement of the parties as to the subject matter hereof.

The parties hereto covenant that they have the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. This Intergovernmental Contract shall constitute a binding, legal contract by and between the parties hereto, in accordance with Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and has been authorized by proper action of the respective parties.

This Intergovernmental Contract may be amended from time to time as permitted by law.

IN WITNESS WHEREOF, Baldwin County and the Baldwin County Hospital Authority have caused their duly authorized officers to hereunto set their hands and affix their respective corporate seals, the day and year first above written.

BOARD OF COMMISSIONERS OF BALDWIN COUNTY

By: _____
Sammy Hall
Chairman

Attest: _____
Cindy Cunningham
County Clerk

BALDWIN COUNTY HOSPITAL AUTHORITY

By: _____
Cay Quattlebaum
Chairperson

Attest: _____
Quay Hurt-Fuller
Secretary

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*JAIL*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

The City of Milledgeville closed the city jail. The City currently houses its prisoners in the Baldwin County jail. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY:BALDWIN	Service:*LAW ENFORCEMENT*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forefeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:BALDWIN	Service:*LIBRARY*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.
CITY OF MILLEDGEVILLE	Fees, fines, forefeitures, taxes, assessments, grants, donations, loans, bonds
	enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism and by clarifying that the Twin Lakes Library System is the service provider. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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 for the Operation,	Baldwin County, Milledgeville, Twin Lakes Library	02/07/2020 - 02/28/2030
Services, and Funding of	System	
Library 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?

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

B

INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF LIBRARY SERVICES

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into by and among the Twin Lakes Library System acting by and through its Board of Trustees (hereinafter "Twin Lakes"), Baldwin County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"); and City of Milledgeville, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "City"). In addition, Twin Lakes, County and City may be collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the City, County, Twin Lakes do hereby declare that it is in the best interests of the citizens and library patrons of Baldwin County, Georgia that the provision of library services be provided and funded through February 28, 2030, as set forth in this Agreement; and

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, do hereby agree to the following:

ARTICLE I – PROVISION OF SERVICES

Twin Lakes agrees to provide customary public library services as it has in the past, as authorized by state law, and as described herein to the citizens of the incorporated and unincorporated areas Baldwin County, Georgia, including but not limited to, maintaining and operating the Mary Vinson Memorial Library located on South Jefferson Street in the City, the Hancock Branch Library located on East Hancock Street in the City and the Lake Sinclair Library located on Log Cabin Road, or at some other geographic locations in the unincorporated area of the County approved by the County Board of Commissioners ("Library Services"). Said libraries shall be open to the public on an equal basis and provide full library capabilities, as Twin Lakes may budget annually, which should include, but is not limited to, books, audio and visual materials, computers with access to the internet and research databases and printers for public use. The parties agree that existing libraries may be repaired and additional library facilities may be built or otherwise provided in Baldwin County and/or the City of Milledgeville through the use of the "Capital Improvements Fund for the Twin Lakes Library System," as that Fund is described below, and with donations, grants or other revenues secured by Twin Lakes.

ARTICLE II – FUNDING FOR PROVISION OF SERVICES

In exchange for Twin Lakes providing Library Services, the City and County agree to fund Twin Lakes under the following terms and conditions.

1. In addition to the governmental funding contemplated herein, Twin Lakes shall continue to fund and provide Library Services at the Lake Sinclair Library, the Mary Vinson Memorial Library, the Hancock Branch Library, and any future library facilities through the receipt of state funds, grants, donations, fines, and other sources of revenue.

2. The County shall solely provide the local government funding for the individual budget for Lake Sinclair Library.

3. The County shall fund fifty-eight percent (58%) and the City shall fund forty-two percent (42%) of the local government funding for the individual budgets for Mary Vinson Memorial Library and the Hancock Branch Library.

4. If a new library facility is constructed in the City, then the City shall solely provide the local government funding for the individual budget for such new facility.

5. If a new library facility is constructed in the unincorporated area of the County, then the County shall solely provide the local government funding for the individual budget for such new facility.

6. All such funding from the County and City for Twin Lakes shall be paid from the general funds of the County and City, respectively.

7. Twin Lakes agrees to bill annually for payment by equal monthly installments the County and the City their respective amounts at the same time and to provide a copy of each Party's bill to the other Party along with a copy of the annual budget approved by the Board of Trustees for Twin Lakes. Payment shall be made at such times as to allow their receipt and deposit before the 10th day of the month due.

8. The Parties agree the City and County shall retain their right to each appoint three (3) representatives to the Board of Trustees for the Twin Lakes Library System and said board shall not be expanded beyond eight (8) total members.

9. To facilitate the improvement and expansion of the Twin Lake Library System, the County and City will create and maintain separate Capital Improvements Funds for the Twin Lakes Library System ("Funds"). The County shall deposit $96,000.00 per fiscal year from its general fund over the term of this agreement (representing a total amount over the term of $960,000.00) into the two Funds, with three-fourths (3/4) of the deposit being made to the City's Fund to provide capital improvement expenditures designated and completed through a partnership between Twin Lakes and the City; and one-fourth (1/4) of the deposit being made to the County's Fund to provide capital improvement expenditures designated and completed through a partnership between Twin Lakes and the County. There is no requirement for 100% of the monies deposited into the separate Funds to be expended during the same year they are allocated. The Funds shall be used solely for capital improvement expenditures (defined as an asset or improvement that must have a useful life of at least two (2) years and have a total minimum cost of $10,000.00), repairs to the Twin Lakes Library facilities as they currently exist, or for construction or lease of future facilities. Fund balances at the end of the term shall not be obligated hereunder and shall be transferred to either the County or City's respective general fund, as applicable. The City and County's respective allocations of the Funds may be pledged in order to receive grants. The Funds and the Parties' expenditures of their respective Funds shall be audited

(unofficially) on an annual basis to ensure that the correct appropriations were made and allocated and that the expenditures were spent only as provided herein. Monies not spent in accordance with this provision shall be refunded in full by the City or County which designated the project for funding.

ARTICLE III – DURATION OF AGREEMENT

This Agreement shall have a term beginning on the effective date and extending to February 28, 2030. The effective date shall occur on the day the last party to this Agreement approves this Agreement on its minutes; provided however, adoption by each Party must occurred on or before February 7, 2020.

ARTICLE IV – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.

3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.

5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.

6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument; and each Party warrants that the person signing on behalf of such Party has the authority to so bind such Party.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Milledgeville, Georgia

Mayor

Attest: _____
City Clerk
[seal]

Baldwin County, Georgia

Chairman, Board of Commissioners

Attest: _____
County Clerk
[seal]

Twin Lakes Library System

Chair

Attest: _____
Secretary
[seal]

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	**Service:*PLANNING AND ZONING***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Should the County begin to provide this service, the funding shall be derived
	from unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service.The strategy has been changed to clarify the funding mechanism. In the event the County begins to provide planning and zoning services, the County will provide those services in the unincorporated area, funded through an unincorporated area special service district. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, in the event Baldwin County begins to provide planning and zoning services, the County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*PUBLIC HEALTH*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The strategy changes the previous arrangement by clarifying the funding mechanism.This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:BALDWIN	Service:*COUNTY PARKS & RECREATION*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

City parks was made a separate service. Baldwin County will continue to provide parks and recreation services county-wide. Clarification of the funding mechanism was added.This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:BALDWIN	Service:*MUNICIPAL PARKS*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service form. Milledgeville will continue to provide this service in the incorporated city limits. This SDS Agreement will expire on February 28, 2030.

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*REGIONAL PLANNING*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. Baldwin County will provide this service in the unincorporated area. Milledgeville will provide this service in the incorporated city limits. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*ROADS & BRIDGE MAINTENANCE*

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

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

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

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

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

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

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*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This service was renamed from "Roads and Bridges." Baldwin County will continue to provide this service on its County road system. On or before June 30, 2020, Baldwin County will adopt a resolution to amend the Baldwin County road map to undo reclassifications made to City streets by resolution on November 20, 2018. Baldwin County will not amend the Baldwin County road map to reclassify existing City streets as County roads, unless agreed to by the City for the term of this SDS Agreement. Milledgeville will continue to provide this service on its municipal street system.This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

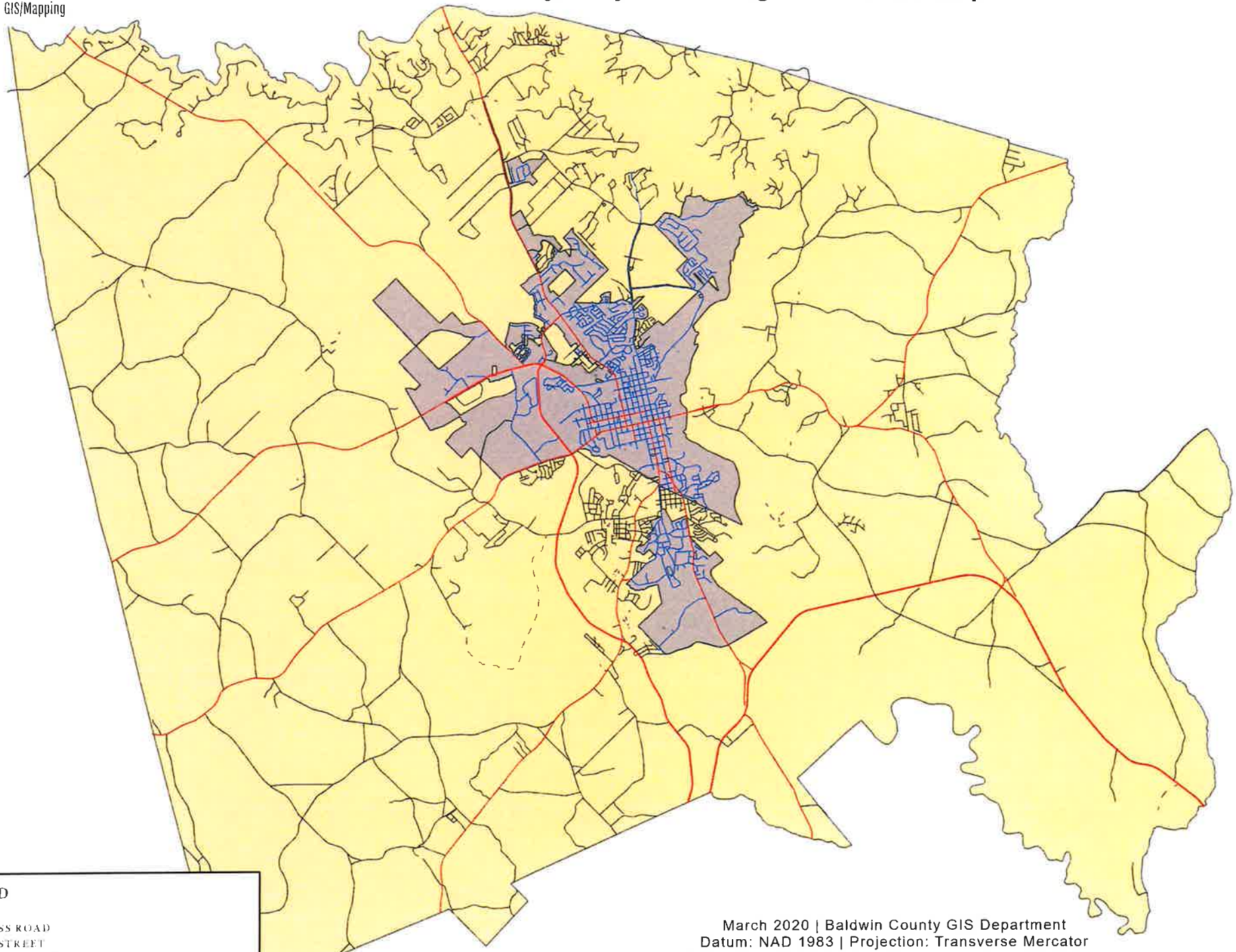
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒Yes ☐No

If not, provide designated contact person(s) and phone number(s) below:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Baldwin County
GIS/Mapping

Baldwin County, City of Milledgeville Road Map

N



LEGEND

ROADS

- ACCESS ROAD
- CITY STREET
- COUNTY ROAD
- STATE ROUTE

BOUNDARIES

- CITY OF MILLEDGEVILLE ROAD MILES
- BALDWIN COUNTY ROAD MILES

BALDWIN COUNTY AND ALL OTHER ENTITIES INVOLVED IN THE GIS MAPPING PROCESS HEREBY DISCLAIM ANY WARRANTY OR ANY OTHER LIABILITY FOR THE ACCURACY OF THIS DATA, WHETHER IN PRINTED OR DIGITAL FORMAT. ALL DATA PROVIDED BY SAID ENTITIES IS FOR INFORMATIONAL / PLANNING PURPOSES ONLY AND MAY NOT BE RELIED UPON AS EVIDENCE OF THE LOCATION OF PROPERTY LINES, TOPOGRAPHICAL FEATURES, LANDMARKS, MONUMENTS OR FOR ANY OTHER LEGAL PURPOSE. ANY QUESTIONS ABOUT THE GIS MAPPING PROCESS CAN BE ANSWERED BY CALLING BALDWIN COUNTY GIS AT 478 445-7125.

March 2020 | Baldwin County GIS Department
Datum: NAD 1983 | Projection: Transverse Mercator
PCS: NAD 1983 StatePlane Georgia East FIPS 1001 Feet
Data Source: Baldwin Co. GIS Department

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Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*SENIOR CITIZENS*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The funding mechanisms were clarified. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*SEWERAGE COLLECTION*

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

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

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

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

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

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

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*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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*
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY

THIS AGREEMENT, is made this _____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the "City") and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the "County"; collectively, the City and County shall be referred to as the "parties").

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service.* "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service.* "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System.* "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System.* "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area.* "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of $4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the $4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City $1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of $1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%.). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. *Sewer Rates.*

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of $4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be $4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%.).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) County Special Limited Obligation. The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

BALDWIN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
County Clerk

(SEAL)

Approved as to form:

By: _____
County Attorney

CITY OF MILLEDGEVILLE, GA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Approved as to form:

By: _____
City Attorney

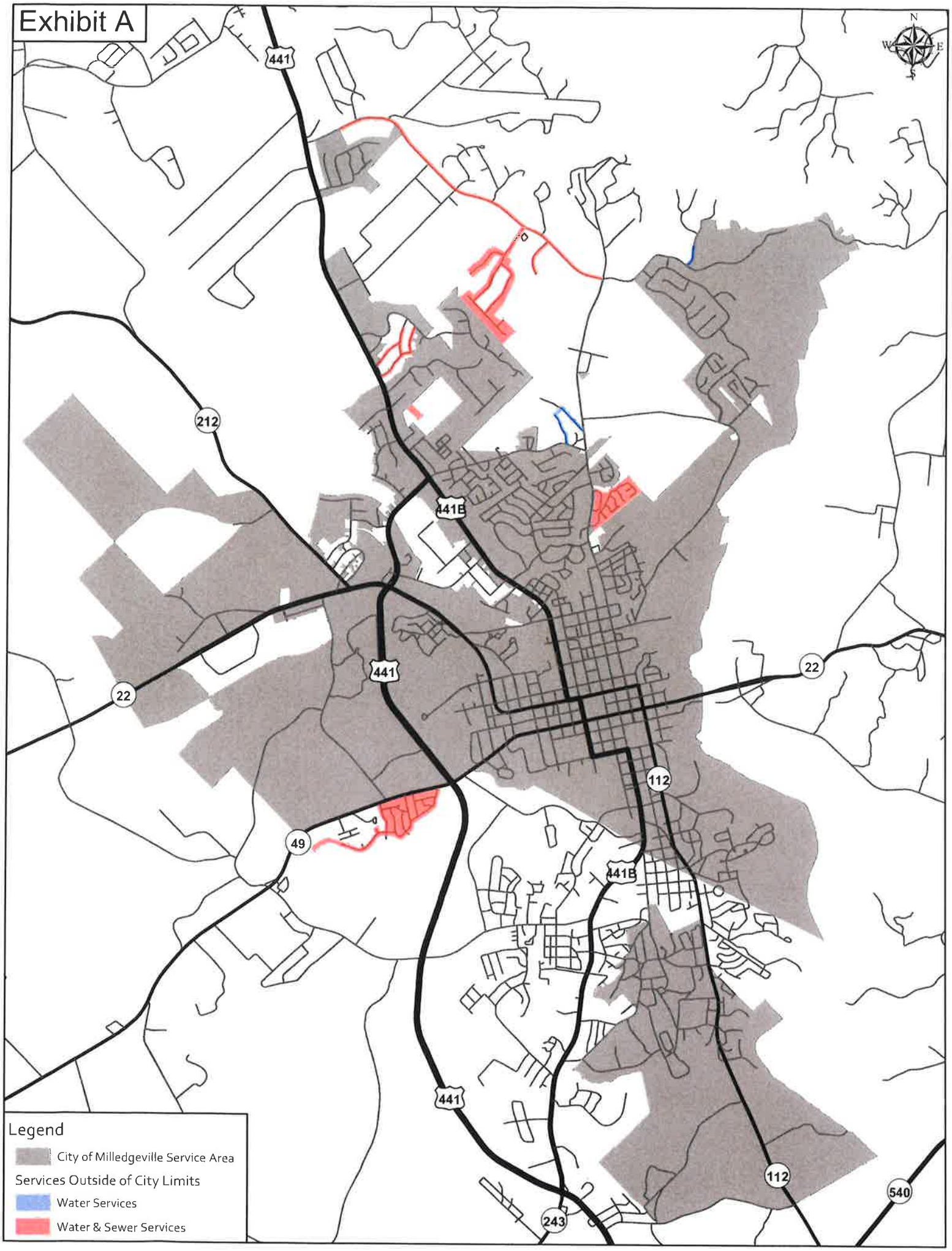


Exhibit A
N
W
E
S
441
212
441B
441
22
22
112
49
441B
441
112
540
243
Legend
City of Milledgeville Service Area
Services Outside of City Limits
Water Services
Water & Sewer Services

Exhibit B - Water & Sewer Services within County Service Area

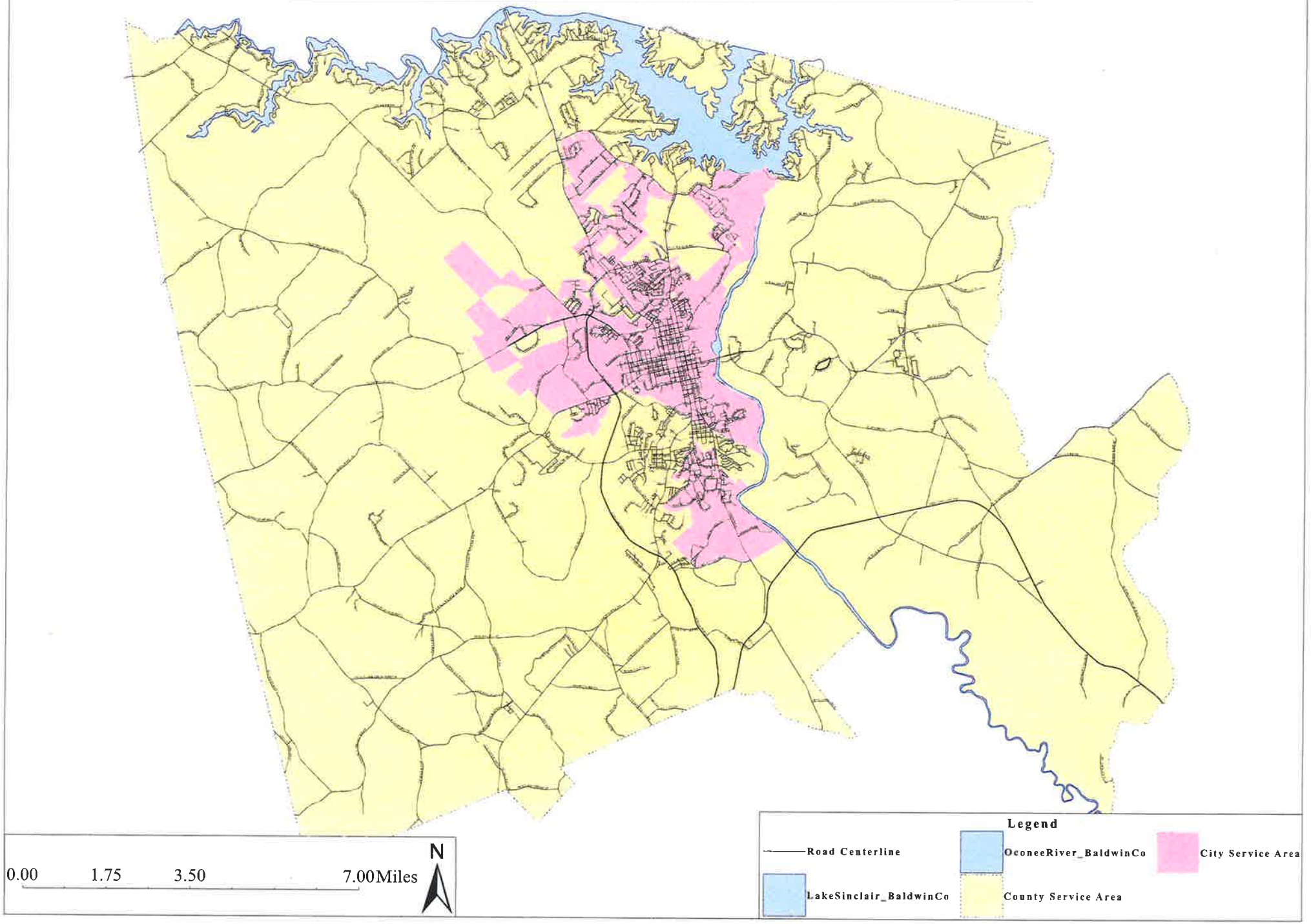
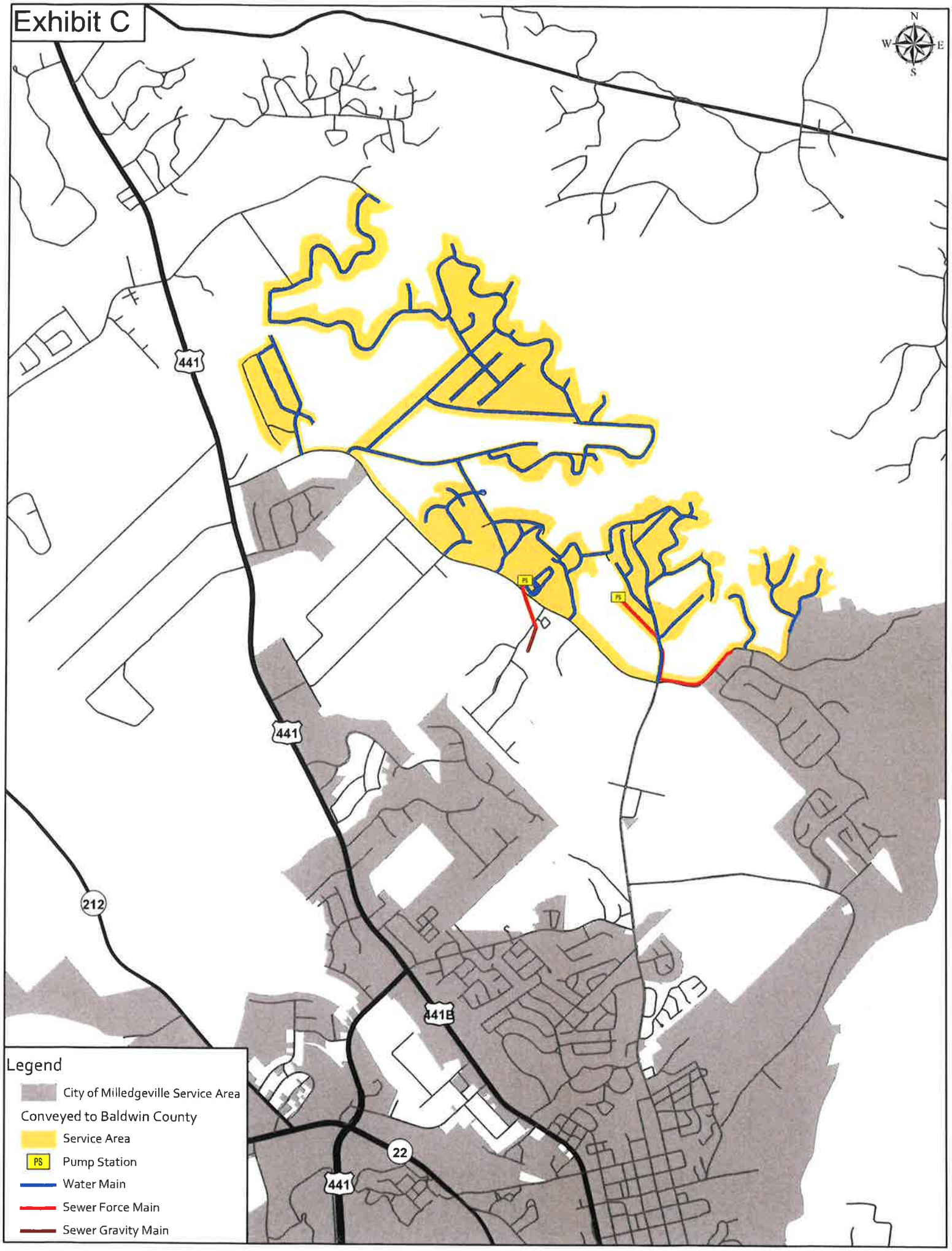


Exhibit C


N
W
E
S
441
441
212
441E
22
441
PS
PS
Legend
City of Milledgeville Service Area
Conveyed to Baldwin County
Service Area
PS
Pump Station
Water Main
Sewer Force Main
Sewer Gravity Main

North of Log Cabin	Exhibit D				
Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*SEWERAGE TREATMENT*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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*
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY

THIS AGREEMENT, is made this _____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the "City") and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the "County"; collectively, the City and County shall be referred to as the "parties").

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service.* "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service.* "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System.* "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System.* "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area.* "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of $4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the $4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City $1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of $1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%.). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. *Sewer Rates.*

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of $4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be $4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%.).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) County Special Limited Obligation. The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

BALDWIN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
County Clerk

(SEAL)

Approved as to form:

By: _____
County Attorney

CITY OF MILLEDGEVILLE, GA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Approved as to form:

By: _____
City Attorney

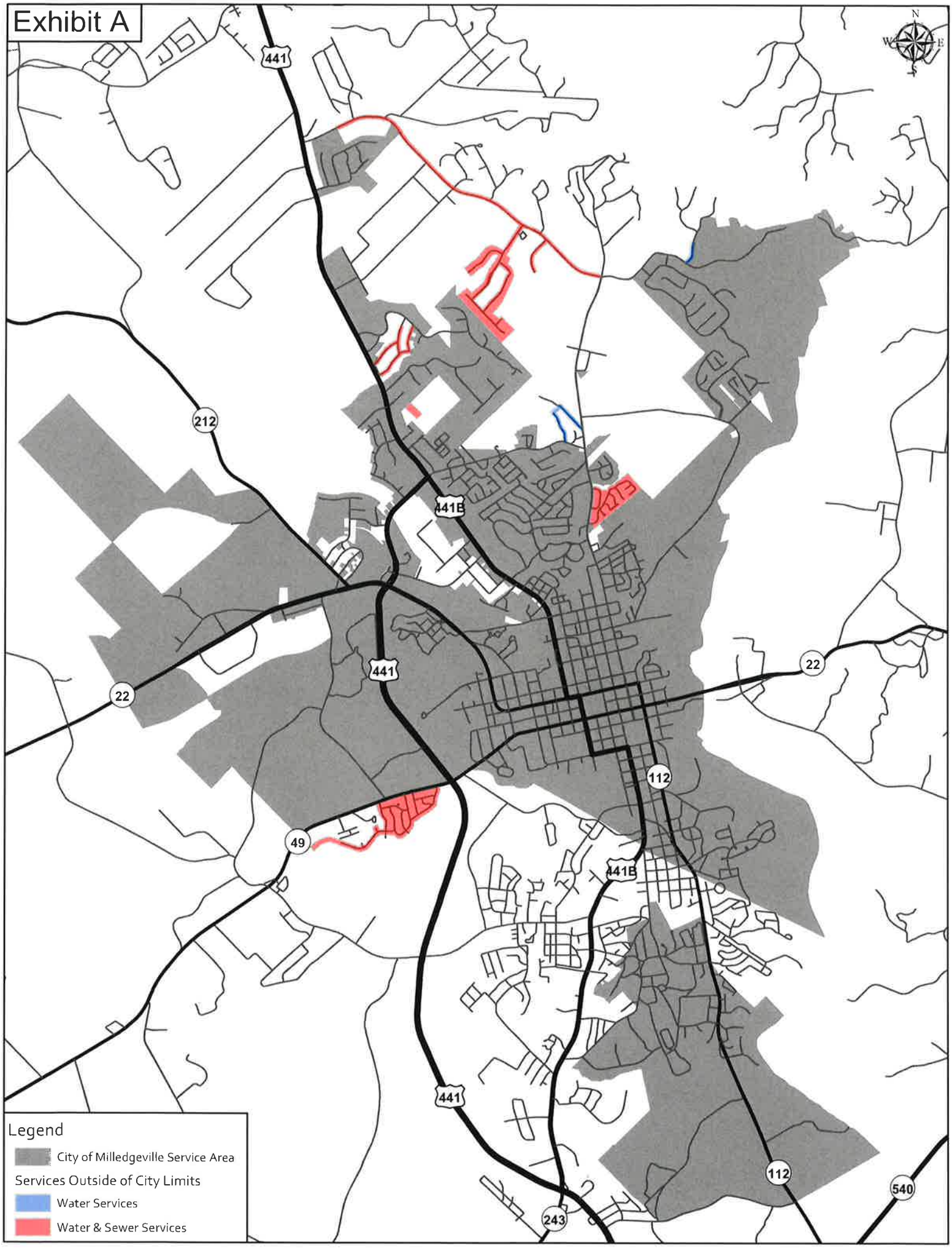


Exhibit A
N
W
E
S
441
212
441B
441
22
22
112
49
441B
441
112
540
243
Legend
City of Milledgeville Service Area
Services Outside of City Limits
Water Services
Water & Sewer Services

Exhibit B - Water & Sewer Services within County Service Area

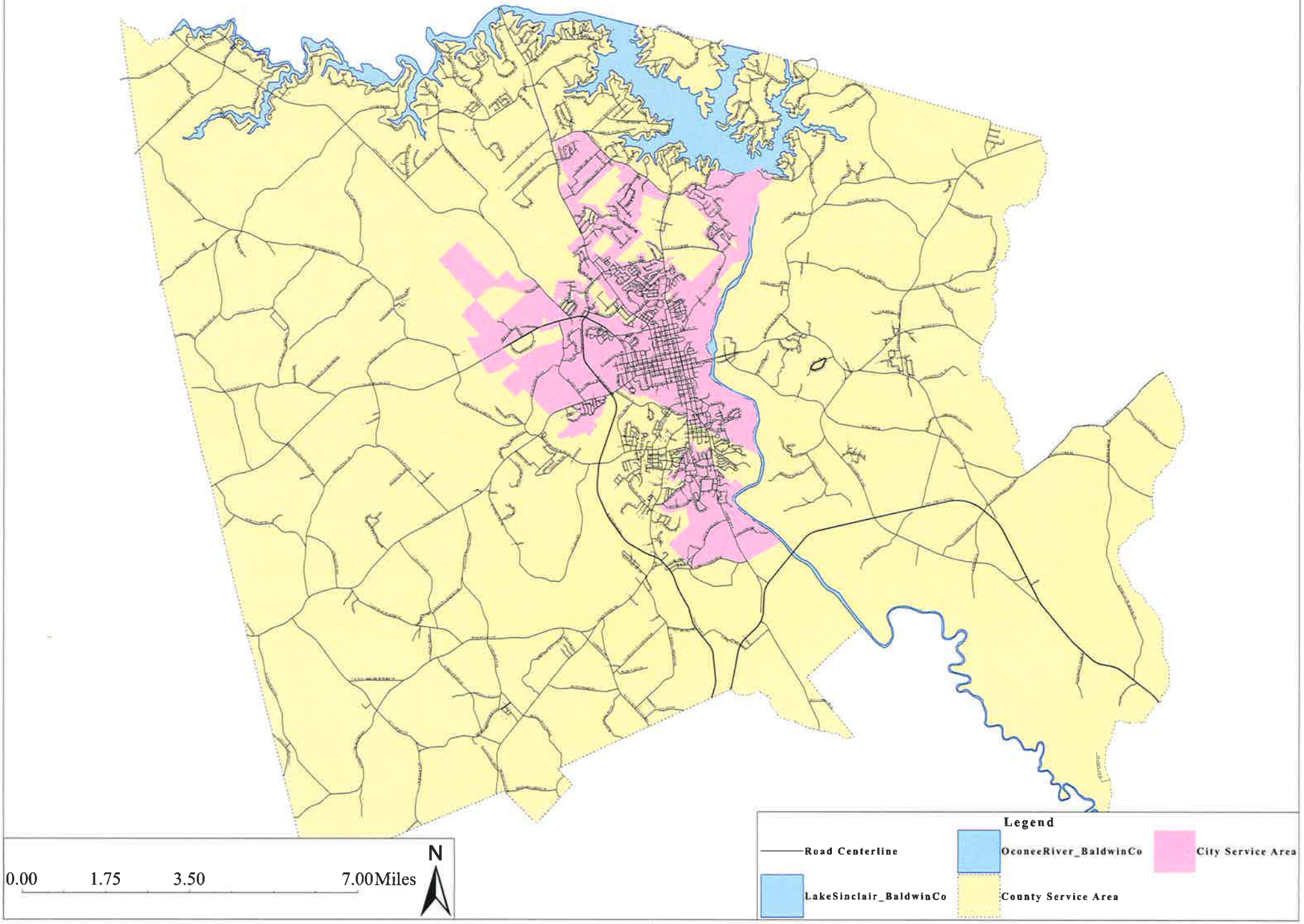
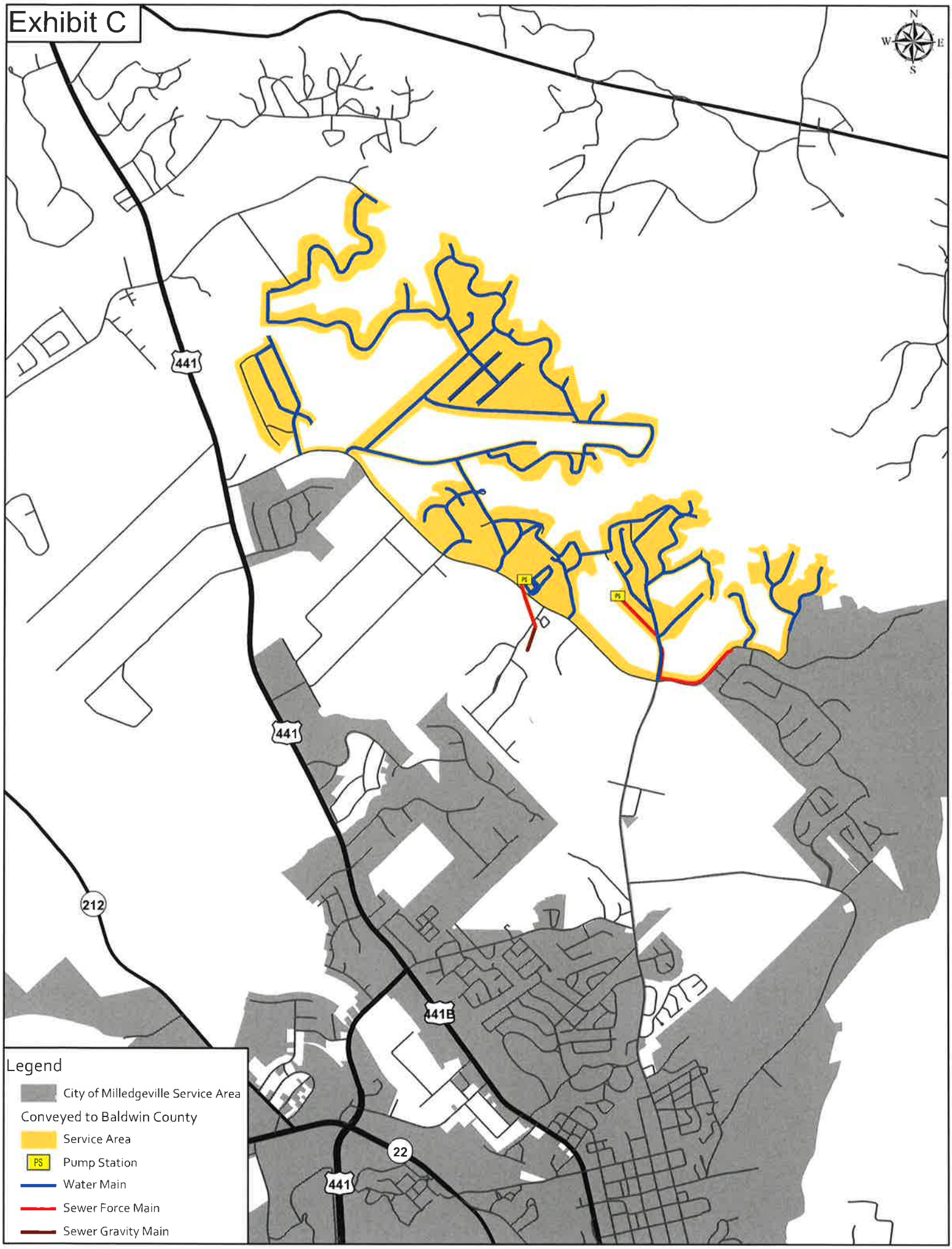


Exhibit C


N
W
E
S
441
441
212
441B
22
441
PS
PS
Legend
City of Milledgeville Service Area
Conveyed to Baldwin County
Service Area
PS
Pump Station
Water Main
Sewer Force Main
Sewer Gravity Main

North of Log Cabin	Exhibit D				
Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service:*SOIL EROSION AND SEDIMENTATION*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Should the County begin to provide this service, the funding shall be derived
	from unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. In the event the County begins to provide soil erosion and sedimentation services, the County will provide those services in the unincorporated area, funded through an unincorporated area special service district, with no need to revise this service or form. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, in the event Baldwin County begins to provide soil erosion and sedimentation services, the County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:BALDWIN	Service: *SOLID WASTE COLLECTION & RECYCLING*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district created pursuant to Paragraph 6 below. This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:BALDWIN	Service:*SOLID WASTE DISPOSAL*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Baldwin County will continue to provide this service in the unincorporated area. Milledgeville will continue to provide this service in the incorporated city limits. The funding method was altered to better specify the funding sources and create an unincorporated area special service district created pursuant to Paragraph 6 below.This SDS Agreement will expire on February 28, 2030.

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:BALDWIN	Service: *STORMWATER MANAGEMENT*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Milledgeville will continue to provide this service in the incorporated city limits. The strategy has been changed to clarify the funding mechanism. In the event the County begins to provide stormwater management services, the County will provide those services in the unincorporated area, funded through an unincorporated area special service district, with no need to revise this service or form. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:BALDWIN	Service:*STREET CLEANING*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Milledgeville will continue to provide this service in the incorporated city limits. The strategy changes the previous arrangement by clarifying the funding mechanism.This SDS Agreement will expire on February 28, 2030.

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: CARLOS TOBAR, BALDWIN COUNTY MANAGER
Phone number: 478-445-4791 Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Department of
Community Affairs

SERVICE DELIVERY STRATEGY

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COUNTY:BALDWIN	Service:*STREET LIGHTING*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

Milledgeville will continue to provide this service in the incorporated city limits. The strategy changes the previous arrangement by clarifying the funding mechanism.This SDS Agreement will expire on February 28, 2030.

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*

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7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN	Service: *TAX ASSESSOR*

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
BALDWIN COUNTY	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The funding mechanisms were clarified. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:

Georgia Department of Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	**Service:*MUNICIPAL TAX COLLECTION***

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

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

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

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

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

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

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

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

☒ ***No***

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This service was renamed from "Tax Collection - city taxes." The funding mechanisms were clarified. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	Service: *WATER DISTRIBUTION*

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

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

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

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

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

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

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*
BALDWIN COUNTY	Unincorporated area revenues as defined in Paragraph 6 below.
MILLEDGEVILLE	User fees; fines; grants; donations; assessments; miscellaneous revenues;
	taxes; and enterprise revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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*
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY

THIS AGREEMENT, is made this _____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the "City") and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the "County"; collectively, the City and County shall be referred to as the "parties").

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service.* "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service.* "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System.* "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System*. "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area*. "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of $4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the $4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City $1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of $1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%.). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. *Sewer Rates.*

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of $4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be $4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%.).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) County Special Limited Obligation. The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

BALDWIN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
County Clerk

(SEAL)

Approved as to form:

By: _____
County Attorney

CITY OF MILLEDGEVILLE, GA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Approved as to form:

By: _____
City Attorney

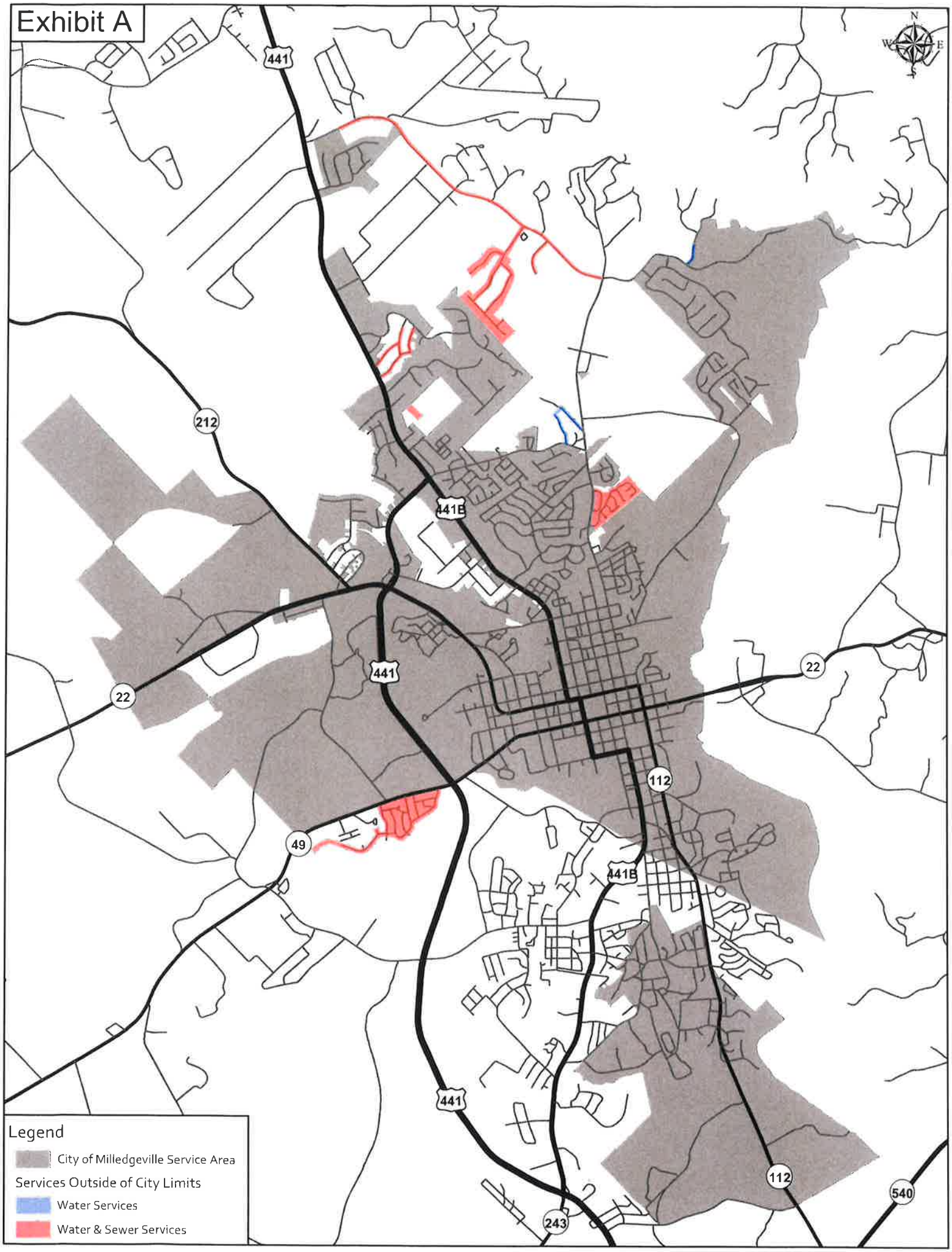


Exhibit A
N
W
E
S
441
212
441B
441
22
22
112
49
441B
441
112
540
243
Legend
City of Milledgeville Service Area
Services Outside of City Limits
Water Services
Water & Sewer Services

Exhibit B - Water & Sewer Services within County Service Area

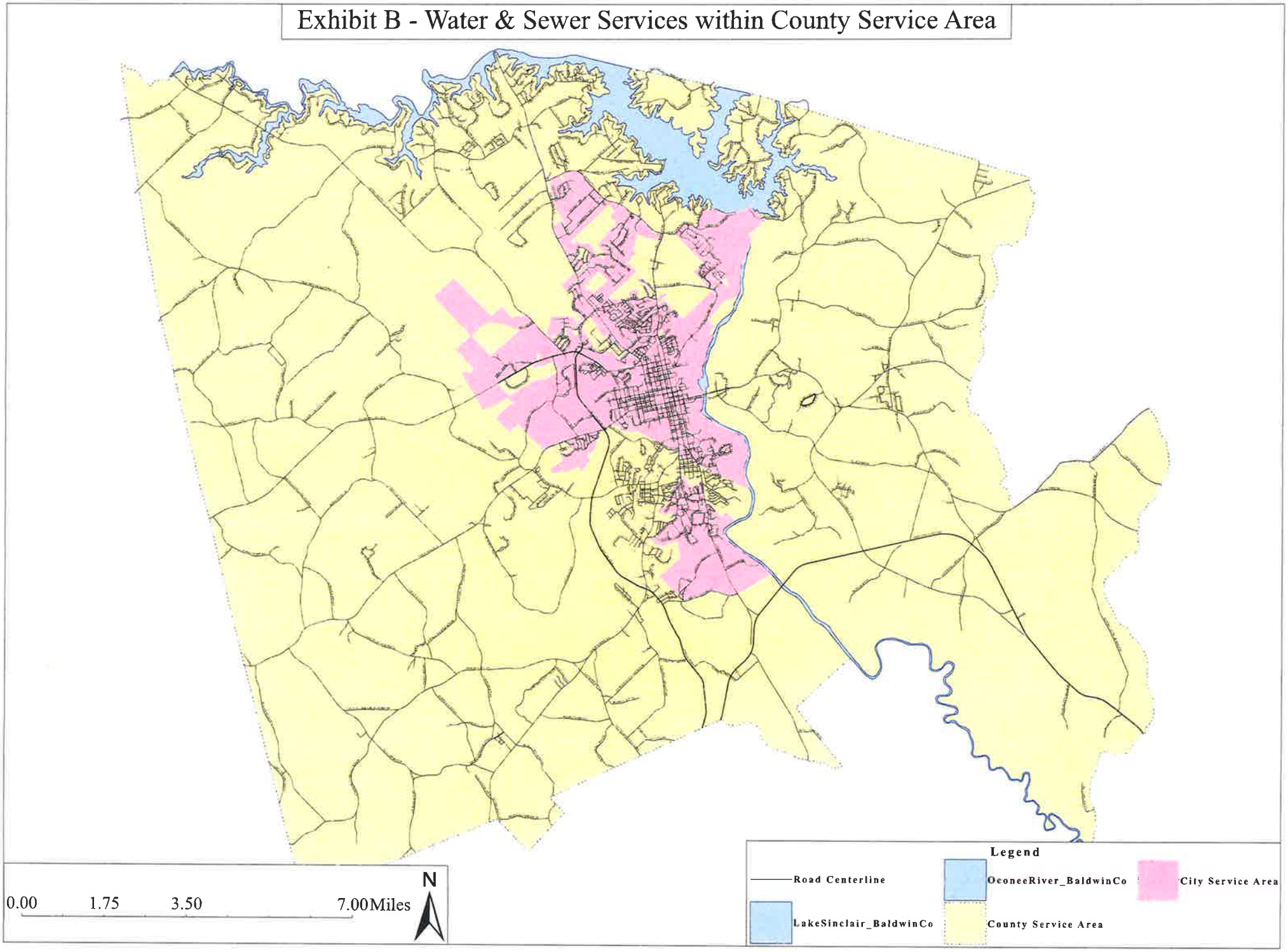
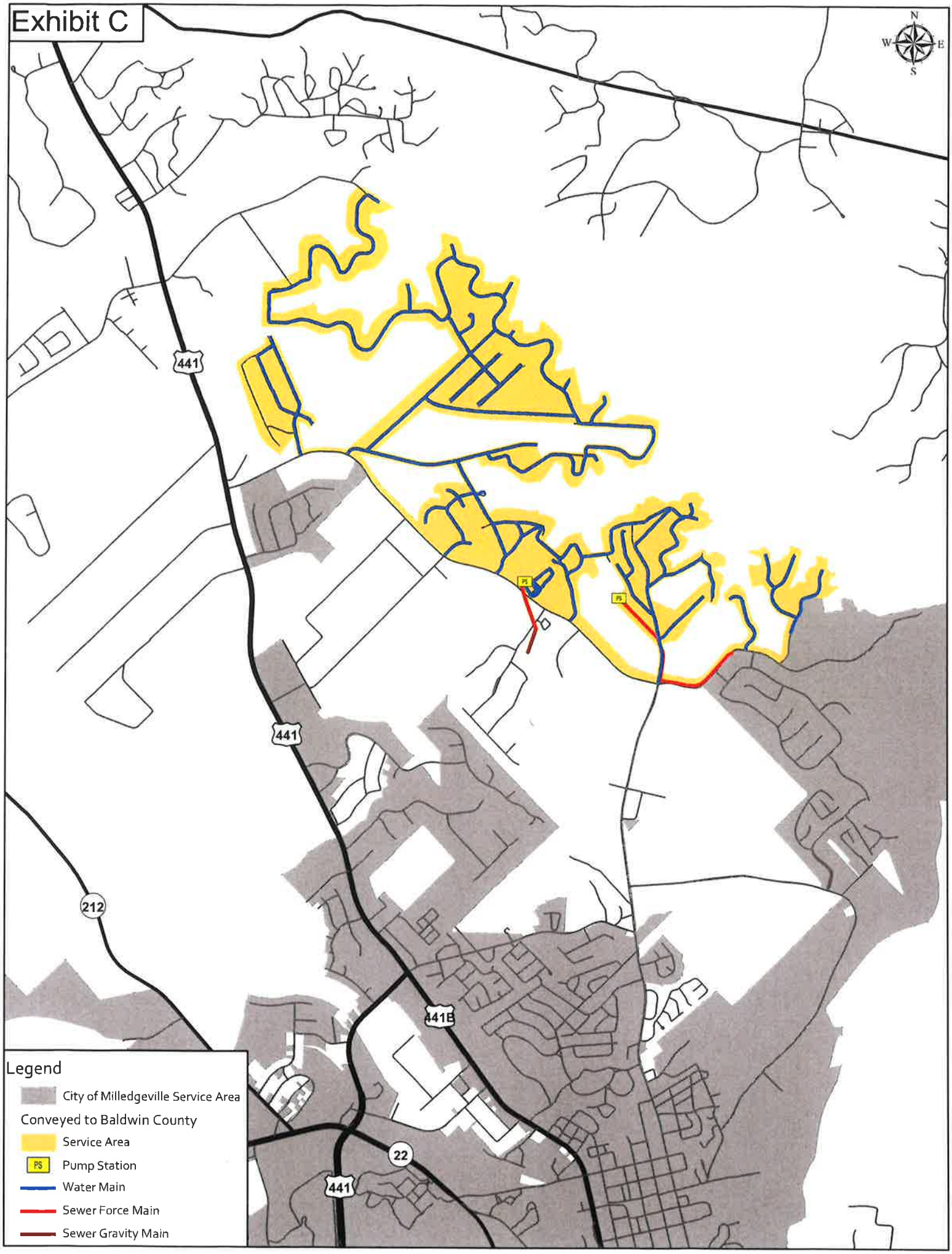


Exhibit C


N
W
E
S
441
441
212
441B
22
441
PS
PS
Legend
City of Milledgeville Service Area
Conveyed to Baldwin County
Service Area
Pump Station
Water Main
Sewer Force Main
Sewer Gravity Main

North of Log Cabin	Exhibit D				
Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:BALDWIN	**Service:** ***WATER TREATMENT***

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

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

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

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

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

e.) ☒ Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Milledgeville, Sinclair Water Authority on Behalf of Baldwin 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*
SINCLAIR WATER AUTHORITY	Unincorporated area revenues as defined in Paragraph 6 below.
ON BEHALF OF BALDWIN COUNTY	
MILLEDGEVILLE	User fees; fines; grants; donations; assessments; miscellaneous revenues;
	taxes; and enterprise revenues.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Except where otherwise stated in the IGA referenced below, this SDS Agreement will expire on February 28, 2030.

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*
Water & Sewer Services IGA	Baldwin County, City of Milledgeville	See IGA

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?

As identified in Paragraph 3 above, Baldwin County shall fund this service through an unincorporated area only special service district using revenues derived from said district which may include, in whole or in part, taxes, insurance premium taxes, assessments, user fees, rates, alcoholic beverage licenses fees, building inspections fees, new development permitting fees, loans, bonds, CSH fire protection revenues, enterprise funds for unincorporated area services, fines and forfeitures collected from enforcement actions in the unincorporated area, vending commissions, television cable franchise fees, alcoholic beverage excise taxes, business license fees, rebates, grants, and donations.

7. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

STATE OF GEORGIA,
COUNTY OF BALDWIN.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF MILLEDGEVILLE, GEORGIA
AND
BALDWIN COUNTY, GEORGIA
REGARDING WATER AND SEWER SERVICE
WITHIN UNINCORPORATED BALDWIN COUNTY

THIS AGREEMENT, is made this _____ day of February, 2020 by the CITY OF MILLEDGEVILLE, a Georgia municipal corporation wholly situated within Baldwin County, Georgia (hereinafter, the "City") and BALDWIN COUNTY, a political subdivision of the State of Georgia (hereinafter, the "County"; collectively, the City and County shall be referred to as the "parties").

IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES HEREIN MADE AND OTHER CONSIDERATION RECEIVED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH TO THE OTHER, AS FOLLOWS:

1.

LEGAL AUTHORITY: This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct,

operate and maintain the facilities and equipment, and otherwise do all things necessary, ancillary and convenient, to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions precedent or actions required by law to authorize said agreement have been taken or performed in proper form. This agreement shall constitute a valid, binding and enforceable obligation of each party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be contested or challenged by a third party.

2.

PURPOSE AND INTENT: The purpose of this Agreement is to evidence the parties' mutual agreement as to future service delivery for potable water distribution and sanitary sewage collection, treatment and disposal to customers located in unincorporated Baldwin County lying outside of the present City of Milledgeville. The material terms hereof have been negotiated during mandatory Service Delivery Strategy mediation in 2019 and early 2020. The City has agreed to sell and convey to the County a portion of its current service area north of the present City along the shores of Lake Sinclair, consisting of water distribution lines, sanitary sewage collection lines, and related infrastructure required for the County to provide water distribution and sewer collection to customers in the unincorporated County; provided, for the term of this Agreement the County shall purchase not less than 11.0 million gallons per month (mpm) of treated drinking water from the City, on a "take or pay" basis, and the City will provide sanitary sewage treatment and disposal for the County on the terms and

conditions hereinafter set out. This Agreement supersedes the current sewer contract between the parties, effective as of its date of commencement as set forth below.

3.

TERM: This Agreement shall commence at 12:01 a.m. on February 7, 2020 and terminate at Midnight on February 6, 2040, unless terminated sooner by mutual agreement of the parties. The parties covenant that this Agreement is in their mutual best interest and should govern the parties as to its subject matter for its full term, unless both parties, by a majority vote, agree to future modification, which would best mutually serve both parties' future delivery strategy for retail Water Service and Sewer Service to customers located in unincorporated Baldwin County; provided however this provision shall not apply in the event of a material breach which is uncured after following the procedures of Paragraph 10.

4.

GENERAL DEFINITIONS:

A. *Water Service.* "Water Service" shall mean the provision of properly treated, potable drinking water and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

B. *Sewer Service.* "Sewer Service" shall mean the collection and treatment of sewerage (i.e., wastewater) and the operation and maintenance of associated infrastructure in accordance with applicable state and federal laws, regulations and standards.

C. *County Water and Sewer System.* "County Water and Sewer System" shall mean the County Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service

within the County Service Area, as shown on Exhibit "B". As provided in this agreement, the City of Milledgeville has the authority to provide Water Service and Sewer Service to serve certain customers in the unincorporated area as shown on Exhibit "A". The County Water and Sewer System will be operated, maintained, and provided exclusively by the County or by or with such other entity as the County chooses to contract.

D. *City Water and Sewer System*. "City Water and Sewer System" shall mean the City Service Area and all the accounts, assets, customers, equipment, infrastructure and interests used in the provision of Water Service and Sewer Service to customers in the municipal limits of the City of Milledgeville and those certain customers in the unincorporated area of Baldwin County served by the water or sewer lines as shown on Exhibit "A" of the City Service Area. For the duration of and in accordance with the transfer of customer and assets as contemplated in the Transition Period as defined below, the City Water and Sewer System shall include the customers, accounts, interests, infrastructure and equipment associated with the water and sewer service area depicted in Exhibit "C", incorporated herein and collectively referred to as the "Water and Sewer Transfer Territory"; provided, however, the Water and Sewer Transfer Territory does not include the City's water mains located on Log Cabin Road, Sinclair Dam Road, or the area currently located inside the City's incorporated area east of PA Johns Road. The City Water and Sewage System will be operated, maintained, and provided exclusively by the City or by or with such other entity as the City chooses to contract.

E. *County Service Area*. "County Service Area" shall mean the unincorporated area of Baldwin County, Georgia, as shown in Exhibit "B", less and except those water lines

and sewer lines in the area shown in Exhibit "A" incorporated herein.

F. *City Service Area.* "City Service Area" shall mean the incorporated area of Baldwin County, Georgia as well as the water and sewer lines in the unincorporated area as shown in Exhibit "A" attached hereto and collectively referred to as the City Service Area.

5.

CITY TRANSFERS & COUNTY PAYMENT:

A. *Transition.* The City and County agree to a transition and phase-in period for the transfer of the Water and Sewer Transfer Territory, as shown on Exhibit "C". The transition period will be for 365 consecutive days beginning on the Effective Date (hereinafter "Transition Period"). During each 3-month quarter of the Transition Period, the County shall pay for and take over from the City, a minimum of 25% of the Water and Sewer Transfer Territory. (The percentage shall be based on the total number of billing accounts within the Water and Sewer Transfer Territory. All customers and accounts with present and future service located within the addresses listed in Exhibit D shall be included in the transition and no transition period will commence or occur until a definitive number of accounts is determined and agreed upon by both the City and the County.) The County has sole discretion in the selection of which portion of the Water and Sewer Transfer Territory it will take over during each 3-month quarter. In the event the County decides to take over more than 25% of the Water and Sewer Transfer Territory during one of the first three quarters, the County will take over the remaining Water and Sewer Transfer Territory during the fourth quarter. (For instance, if the County takes over 33% of the Water and Sewer Transfer Territory during the first quarter and 25% in both the second and third quarters, the County would take

over the remaining 17% in the fourth quarter.) The entire purchase and transfer of the Water and Sewer Transfer Territory shall be completed on or before the last date of the Transition Period. At the end of each 3-month quarter during the Transition Period, the total number of customers and their respective accounts transferred from the City to the County will be identified and the total water consumption of those customers will be applied to the minimum of 11 million gallons of water per month the County is required hereunder to purchase from the City as described in Paragraph 6 below.

B. *Service.* During the Transition Period, the City shall continue to provide Water Service and Sewer Service to the rate payers located in the Water & Sewer Transfer Territory until these customers are transferred to the County Water and Sewer System. Upon the transfer of customers and accounts in the Water and Sewer Transfer Territory, the County shall provide Water Service and Sewer Service to the applicable rate payers. Following the Transition Period, the City shall provide Water Service and Sewer Service in the City Service Area, and the County shall provide Water Services and Sewer Service in the County Service Area. The City shall provide Water Service and Sewer Service to the County as provided for in Paragraph 6 of this Agreement. This agreement shall serve as an effective repeal of any service area agreements previously entered into or agreed to by the parties.

C. *Water and Sewer Asset Transfer and Payment.* By execution of this Agreement, the City agrees to transfer to the County by quitclaim deed and bills of sale, and the County agrees to accept, any and all interest the City has in the accounts, assets, control, customers, equipment, infrastructure and land interests in the Water and Sewer Transfer Territory. Said transfer in the Water and Sewer Transfer Territory shall take place during the Transition Period, as described above. Prior to County's payment

discussed below, the City agrees to approve and sign any document necessary to effectuate this transfer of that portion of the City Water and Sewer System in the Water and Sewer Transfer Territory. In exchange for said transfer, the County shall pay to the City a total of $4.25 million within one year from the execution of this Agreement. The County will use general obligation bond funds backed by the County's share of SPLOST proceeds to fund the $4.25 million transfer price. The purchase price shall be paid in four quarterly installments during the Transition Period based upon the percentage of the Water and Sewer Transfer Territory transferred to the County. (For example, if the City transfers to the County 25% of the Water and Sewer Transfer Territory during the first quarter of the Transition Period, then the County will pay to the City $1,062,500.00 on or before the last workday of first quarter of the Transition Period.)

D. The City grants to the County the express right to tap on to and install meters on the City Water and Sewer System in order to service the County Water and Sewer System customers. To service the County Water and Sewer System customers, the City consents to the County installing water or sewer lines alongside the City's existing water or sewer lines located on Log Cabin Road, Sinclair Dam Road, and PA Johns Road; in the unincorporated areas of the City's Service Area; the City consents and waives any objection to the County doing so.

6.

CITY AND COUNTY PAYMENTS / RATES:

A. *Water Purchase and Rates.* The County shall purchase Water Service from the City at the rate of $1.60 per thousand gallons of water (inclusive of any and all fees or other charges) subject to increases as provided for herein. The City shall not charge additional fees or charges to the County for Water Service. Both retail and wholesale

water rates (inclusive of all fees and charges) imposed on the County and the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area water customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the County and/or the City's unincorporated area customers by a maximum of 10%.). At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. The City agrees to provide Water Service to the County through master meters installed by the City and County at locations jointly determined by the parties for connection of the City Water System to the County Water System. The City and County shall share equally in the cost of these meters, their installation, and periodic calibration.

B. *Water Purchase.* During each month of the one-year Transition Period described in Paragraph 5 above, the County shall purchase a percentage of 11 million gallons of water per month (hereafter abbreviated as "MGM") which corresponds to the percentage of the customers transferred from the City to the County in the Water and Sewer Transfer Territory. (For instance, if at six months into the Transition Period, the County has taken over half of the Water and Sewer Transfer Territory, the County shall purchase at least 5.5 million gallons per month thereafter.) At the end of the Transition Period, if the County has paid the City for less than the full 11.0 million gallons of water per month, the County shall remit to the City the monetary difference between what was purchased and what is owed by no later than the forty-fifth (45th) day following the end of the Transition Period. Following the Transition Period and for the duration of this Agreement, the County shall purchase no less than 11 million gallons of water per month

from the City. If following the Transition Period, the County purchases less than 11 million gallons of water per month from the City, then the County shall remit to the City the monetary difference between what was actually purchased and what is owed, within fifteen (15) days of the close of the following month. If, based on master meter readings for the prior month, actual monthly consumption exceeds 11.0 million gallons per month, payment shall be based on the current wholesale rate per thousand gallons times actual monthly volume of water consumed and following the same remittance schedule.

C. *Sewer Rates.*

i. *County Sewer Rates.* The City shall provide Sewer Service to the County at the wholesale rate of $4.14 per thousand gallons (inclusive of any and all fees) through the end of 2020. Beginning in 2021, the rate will be $4.50 per one thousand gallons (inclusive of any and all fees). For each five-year period thereafter, the City shall increase said wholesale sewer rate at a maximum of 5% per each five-year period inclusive of the first year of this Agreement. At least thirty (30) days prior to the effective date of any such increase, the City shall provide to the County written notice of any such increase. Nothing herein should be construed to prevent the City from increasing its sewer rates on exclusively the sewer ratepayers within the incorporated area of the City.

ii. Retail sewer rates (inclusive of all fees and charges) imposed on the City's unincorporated area customers by the City shall not increase by more than the same percentage as the rates (inclusive of all fees and charges) are increased by the City to its incorporated area sewer customers. (For instance, if the City raises said rates by 10% on incorporated area customers, then the City may only raise the rates it charges to the City's unincorporated area customers by a maximum of 10%.).

iii. Sewer Service charges shall be based on the water consumption of those customers in the County Service Area that are also connected to the County Sewer System and follow the same remittance schedule as used in the Water Purchase section.

(D) County Special Limited Obligation. The County agrees that its obligation to pay for Water Service and Sewer Service to be provided to retail customers within the County Service Area, as shown on Exhibit "B", constitute special, limited obligations of the County which, pursuant to O.C.G.A. §36-70-24, shall be borne by the unincorporated area residents, individuals, and property owners who receive the services from the County. Payments to the City may be generated from any of the revenue sources from the County's unincorporated special district, including taxes, as defined in DCA Form 2's agreed upon by the City and County in the Service Delivery Strategy.

7.

OPERATION AND COVENANT NOT TO COMPETE: As provided above, the City retains the right to own and operate its existing water lines in the rights-of-way of Log Cabin Road and Sinclair Dam Road, and sanitary sewer mains in road rights-of-way or easements adjacent thereto, with the right to repair, replace and extend such water lines and sewer mains; provided, however, during the term of this Agreement, the City covenants not to compete against the County for retail water or sewer customers outside the City Service Area as depicted on Exhibit "A". The County, to serve customers located within the County Service Area depicted on Exhibit "B" shall have the right to tap into City water lines between the master meters that will be installed on Log Cabin Road as

well as on the delivery side of master meters installed on North Jefferson Street, PA Johns Road, and on service lines for The Club at Lake Sinclair, and Legacy at Lake Sinclair

and to install water meters within the right-of-way of Log Cabin Road, and/or to install its own water lines within the right-of-way of Log Cabin Road.

8.

MINIMUM STANDARDS: The City represents to the County that treated drinking water sold to supply County water customers shall meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will, at all times relevant hereto, hold and maintain all required permits, licenses and certifications required by law and in good standing, for public water supply, treatment and distribution. The City further represents to the County that its operation of the City Water and Sewer System shall, at all times relevant hereto, meet minimum regulatory standards of the Georgia Department of Natural Resources, Environmental Protection Division, be provided in accordance with sound engineering design standards and practices, and that the City will hold and maintain all required permits, licenses, and certifications required by law and in good standing.

9.

EXTENSION OF COUNTY SYSTEM(S) AND COOPERATION: The County represents and warrants to the City that it will design, construct, operate and maintain the County Water and Sewer System in accordance with sound engineering design standards and practices, and that it will hold and maintain all required permits, licenses, and certifications required by state law. The parties agree that the City Water and Sewer

System and the County Water and Sewer System shall not be operated as an integral system and that each party shall be separately permitted; provided, however, if required by law or regulations, all connections between the County Water and Sewer System and City Water and Sewer System, existing or future, shall be designed by a professional engineer, licensed and in good standing in the State of Georgia, subject to approval by Georgia EPD to the extent required by law. Construction shall be performed only by Georgia-licensed utility contractors. All sewer users connected onto the County Water and Sewer System shall be metered for water usage and the County shall maintain the meters in good working order.

As a wholesale purchaser of water from the City and in order to discharge sewage to the City's treatment plants, the County will promulgate and enforce all environmental and operational regulations pertaining to operation of the County Water and Sewer System, including restrictions on illicit discharges to its sewer collection system, cross-connections to its drinking water system, and drought management policies. The County agrees to notify the City, as far in advance as possible, of any new water user locating within the County, whose estimated consumption is 100,000 gallons or more per day. The parties agree to work cooperatively in the interest of and protection of their customers and the environment at all times.

10.

BREACH AND DISPUTE RESOLUTION: The parties agree that in the event of any alleged breach of this Agreement, the partying contending the breach shall first serve written notice, in sufficient detail, of the condition(s) that created the alleged breach on the opposite party, who shall have ten (10) days in which to take affirmative measures to cure the breach, if any, or show cause why no breach has occurred. Should

the dispute not be resolved to the parties' satisfaction by this process, the parties agree, before filing a lawsuit, to first submit the dispute to mediation with the parties sharing the costs of the mediator and any related costs. The mediator's findings and conclusions shall be non-binding on the parties. Selection of the mediator shall be the joint decision of the Mayor of the City and Chairman of the Board of County Commissioners; however, if the two are unable to agree on selection of a mediator, the parties shall jointly petition the Chief Judge of the Superior Court of Baldwin County, who shall make the selection.

11.

MUTUAL RELEASES

A. Both the County and City have alleged claims in the following lawsuits (SUCV2019049244, SUCV2019049322, and SUCV2019049428), including challenging how each local government used their funds with respect to Water Service and Sewer Service. After much productive discourse and review of the circumstances, both parties have forever resolved and dismissed these respective claims against each other. This dismissal and statement is intended to move the County and City forward on a positive path of cooperation. This statement is not in any way intended nor shall it be interpreted to be a waiver of any kind by either party of any future claims that may arise from and after the implementation of the new 2020 Service Delivery Strategy and the associated intergovernmental agreements.

B. The County waives and forever releases the City, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the City's water and/or sewer fund to the City general fund prior to the effective date of this Agreement.

C. The City waives and forever releases the County, its officers, agents or employees from any and all liability or causes of action whatsoever pertaining to any and all transfers from the County general fund to the County's water and/or sewer fund prior to the effective date of this Agreement.

12.

INDEMNIFICATION AND HOLD HARMLESS: If a claim is brought against the County arising out of failure of the City to perform its obligations and/or the City's negligent operation of the City's Water and Sewer System, to the extent allowed by law, the City agrees to indemnify and hold the County harmless from such claim, suit or action. If a claim is brought against the City arising out of failure of the County to perform its obligations and/or the County's negligent operation of the County's Water and Sewer System within the County Service Area, to the extent allowed by law, the County agrees to indemnify and hold the City harmless from such claim, suit or action. It is the intention of the parties that this indemnification provision shall exclude any administrative proceedings brought against either party by Federal or State regulators for violation of permits, licenses, and certifications.

13.

GENERAL TERMS:

A. This writing supersedes any prior contract, agreement, or negotiation between the parties regarding its subject matter. No amendment or modification hereof shall be effective unless in a writing signed by both parties, dated subsequent to this Agreement, and spread upon the Minutes of the respective party.

B. Time is of the essence of this Agreement.

C. For purposes of interpretation, all terms shall have their common or usual meaning or significance, unless such term is a term of art defined herein, used in a specialized field, or has been statutorily defined for a specific application, in which event it shall have such technical meaning as assigned thereto. Whenever statutes or regulations require specific acts to be performed, including conditions precedent to specific acts, or dictate a specific manner of performance, such specification shall be deemed the minimum standard governing performance.

D. Notices given pursuant to this Agreement shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

TO: BALDWIN COUNTY

County Manager
121 N. Wilkinson Street
Milledgeville, GA 31061

TO: CITY OF MILLEDGEVILLE

City Manager
119 E. Hancock Street
Milledgeville, GA 31061

E. The parties to this Agreement hereby certify that they are in compliance with the Georgia Security & Immigration Compliance Act of 2006, as amended, and will maintain compliance throughout the term of this Agreement.

F. The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, or invalid, for any reason, the remaining provisions, terms, conditions, and obligations contained herein shall not be affected thereby, and this Agreement shall otherwise remain in full force and effect.

G. Unless otherwise stated in this Agreement, the laws of the State of Georgia

shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving the terms of this Agreement without regard to conflicts of laws principles.

WHEREFORE, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS TO THIS AGREEMENT, BY AND THROUGH THEIR DULY AUTHORIZED OFFICIALS, THE DAY AND YEAR ABOVE WRITTEN.

BALDWIN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

Attest: _____
County Clerk

(SEAL)

Approved as to form:

By: _____
County Attorney

CITY OF MILLEDGEVILLE, GA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

Approved as to form:

By: _____
City Attorney

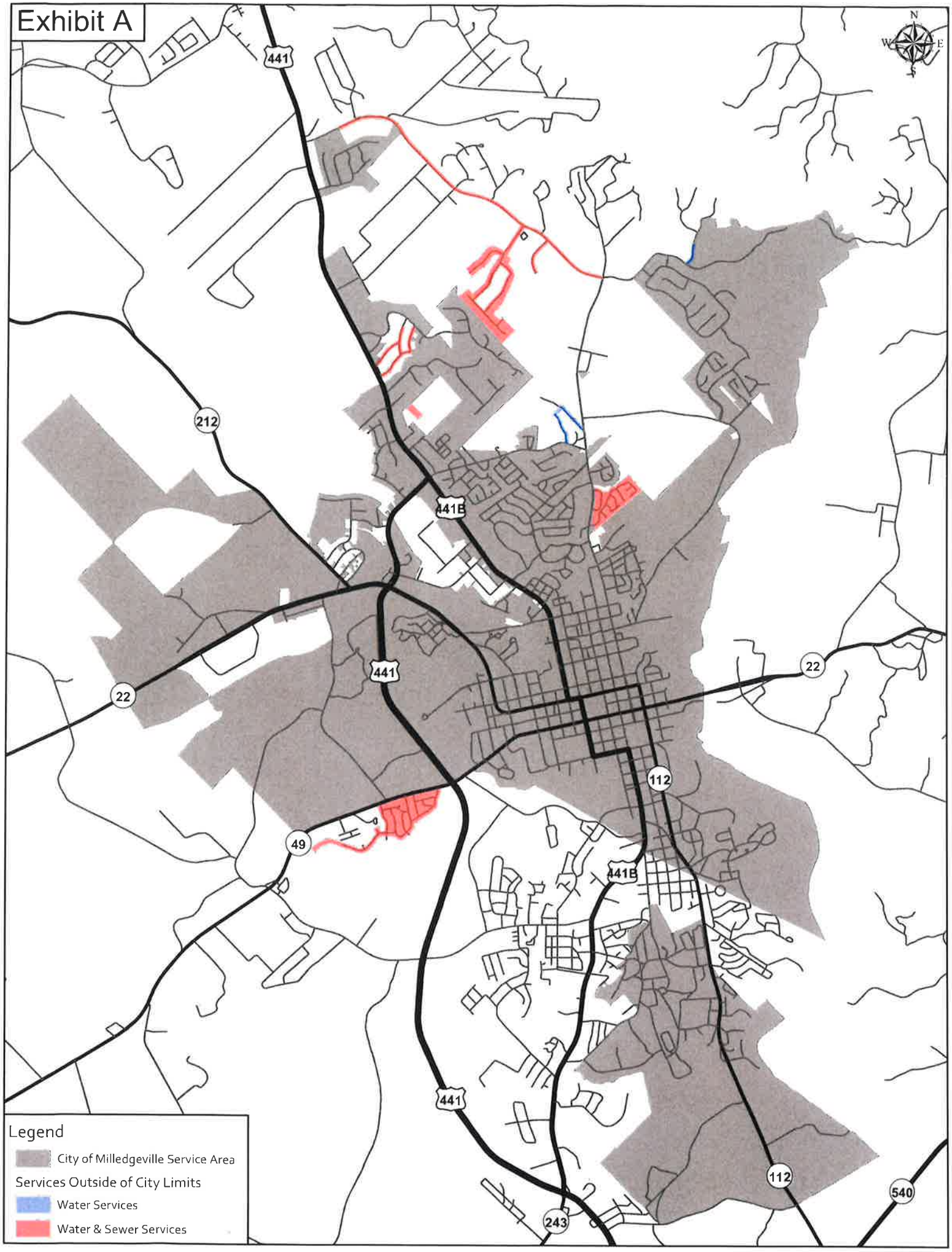
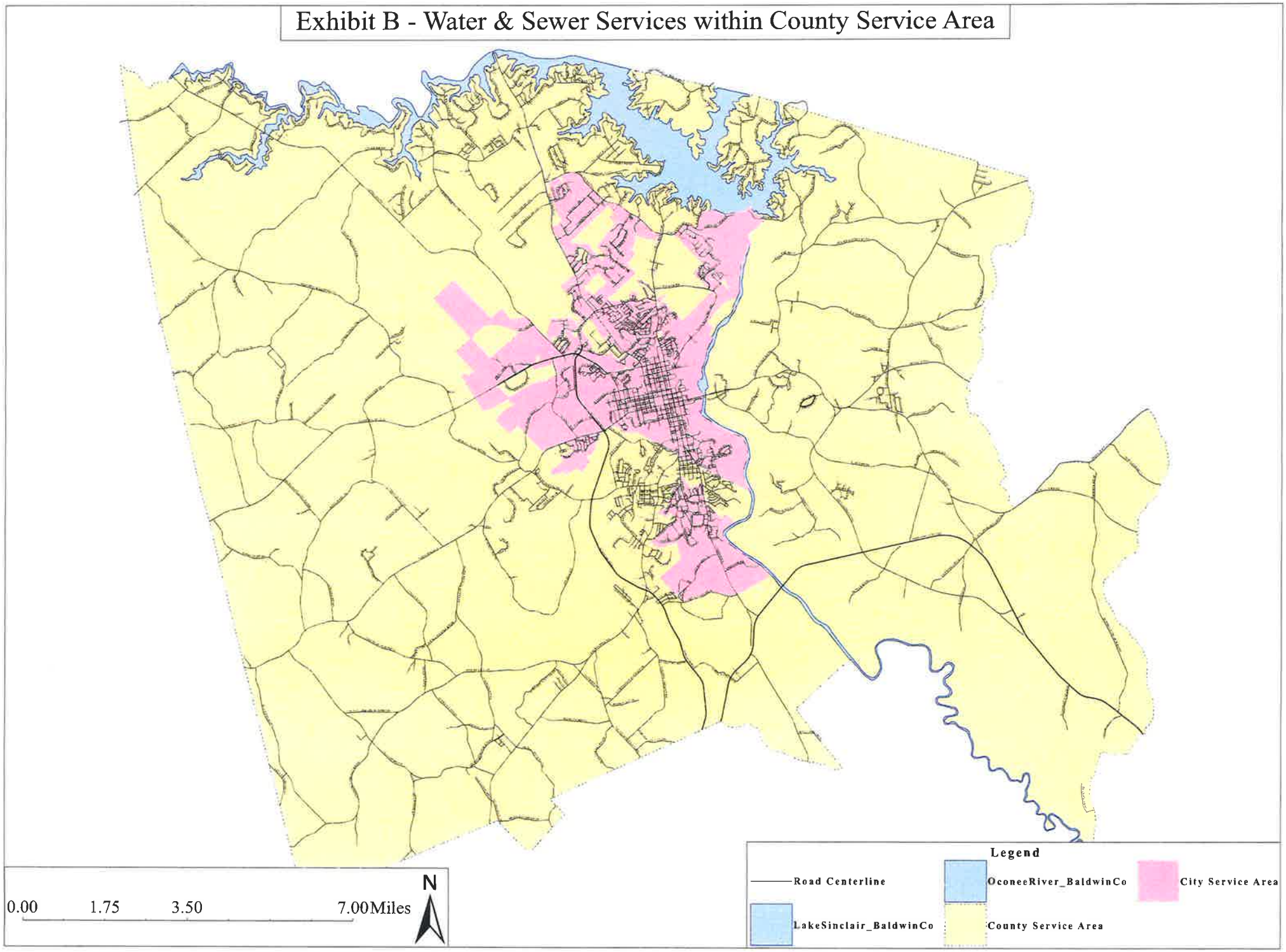


Exhibit A
N
W
E
S
441
212
441B
441
22
22
112
49
441B
441
112
540
243
Legend
City of Milledgeville Service Area
Services Outside of City Limits
Water Services
Water & Sewer Services

Exhibit B - Water & Sewer Services within County Service Area



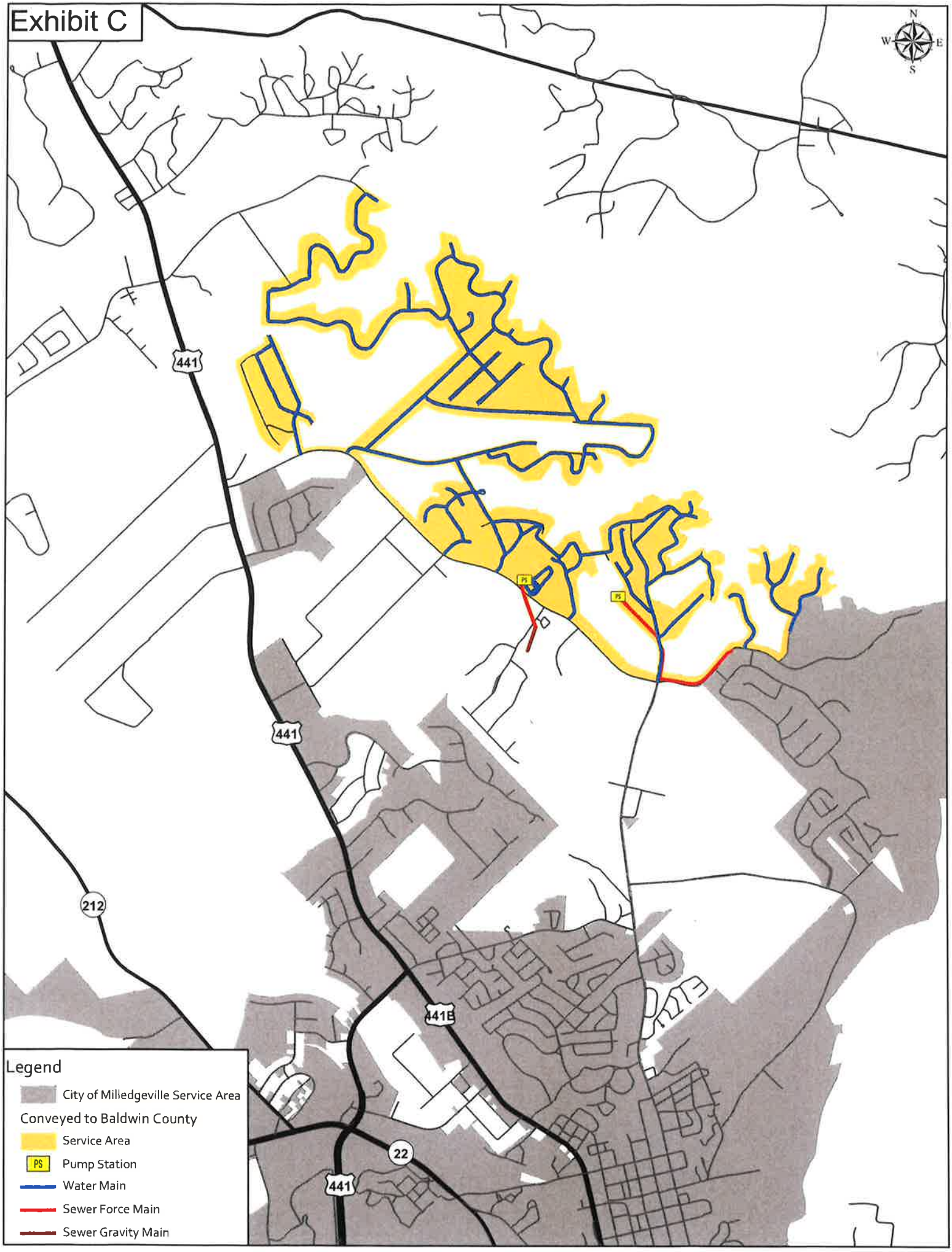


Exhibit C
N
W
E
S
441
441
212
441E
22
441
PS
PS
Legend
City of Milledgeville Service Area
Conveyed to Baldwin County
Service Area
PS
Pump Station
Water Main
Sewer Force Main
Sewer Gravity Main

North of Log Cabin	Exhibit D				
Airport Road	101 to 216				
Bass Road	100 to 176				
Baum Bay Drive	100 to 174				
Bill Johnson Rd	108 to 179				
Chumley Road	121 to 150				
Denhaven Road	104 to 118				
Eagles Rest	119 to 389				
Eagles Way	102 to 502				
Florence Road	100 to 149				
Fraley Ferry Drive	102 to 127				
GMC Road	103 to 137C				
Grace Court	100 to 114				
High Bluff Court	110 to 563				
Island View Drive	101 to 119				
Lakeport Road	161 to 205				
Lakeshore Circle	101 to 259				
Lakeshore Court	101 to 167F				
Lakeview Circle	104 to 108				
Lakeview Court	102 to 109				
Lakeview Drive, East	103 to 193				
Lakeview Drive, West	102 to 319				
Lakeview Lane	110 to 141				
Live Oak Lane	101 to 110				
Log Cabin (North Side of Road)	107	120	124	130	132
	136	156	164	184	188
	194	196	198	200	204
	212	214	216	218	220
	238	248	284	286	288
	290	292	354	360	366
	366A	368	370	372	404A
	404B				
Louise Lane	102 to 114				
Muscadine Trail	107 to 125				
Newport Road	100 to 701				
North Jefferson	2126 to 2199				
PA Johns Rd	146 to 166				
Partridge Road	101 to 111				
Quail Ridge Court	110 to 491				
Rose Creek Drive	100 to 281				
Scarlett Way	100 to 141				
Shortcut Road	102 to 108				
Sinclair Dam Rd (North Side of Road to PA Johns Road)	3700	3750			

Southern Walk Drive	100 to 441
Tara Place	100 to 261
Villamar (342 Log Cabin Road)	2 Master Meters
Water Oak Drive	140 to 145
Water Ridge Drive	100 to 107
Waterbend Drive	101 to 116
Watercrest Drive	102 to 107
Waterford Court	103 to 107
Waterfront Drive	102 to 108
Waters Edge Drive	100 to 141
Yacht Club Road	104 to 120

Georgia Community Affairs

SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: BALDWIN	Service: *YARD TRASH REMOVAL*

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

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

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

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

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

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

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

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

☒ *No*

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

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

SDS FORM 2, continued

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

Local Government or Authority	*Funding Method*
MILLEDGEVILLE	Fees, fines, forfeitures, taxes, assessments, grants, donations, loans, bonds,
	enterprise fund revenues, and/or miscellaneous revenues.

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

This is a new service. The strategy changes the previous arrangement by clarifying the funding mechanism. This SDS Agreement will expire on February 28, 2030.

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: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**
Phone number: **478-445-4791** Date completed: 01/24/2020

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:
HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia Department of
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY:BALDWIN

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:
N/A

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? The Parties entered into a new water & sewer services IGA delegating new water and sewer service delivery areas for Baldwin County and the City of Milledgeville. Pursuant to that agreement, the City of Milledgeville is authorized to provide water and sewer services that portion of the unincorporated area of Baldwin County described in the IGA. Baldwin County will continue to provide water and sewer services in the unincorporated area, except for that portion of the unincorporated area delegated to the City of Milledgeville. There are no overlapping service areas, unnecessary competition, and/or dupliation for water and sewer services. New Service Delivery area maps have been implemented.

4. Person completing form: **CARLOS TOBAR, BALDWIN COUNTY MANAGER**

Phone number: **478-445-4791** Date completed: 01/24/2020

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:

HANK GRIFFETH, INTERIM CITY MANAGER, (478)414-4008

Georgia
Community Affairs

SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

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

COUNTY: BALDWIN

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
BALDWIN COUNTY, GEORGIA	Chairman, Baldwin County Board of Commissioners	Henry R. Craig	Henry R. Craig	2/6/2020
MILLEDGEVILLE, GEORGIA	Mayor	Mary Parham-Copelan	Mary Parham Copelan	2/6/2020