

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Madelyn Orochena

Tracey Viars

Pat Ferris

Antonio Jones

Anthony Gutierrez

City Council**Special Called Meeting Agenda**

May 28, 2025 6:30 PM

Council Chambers

(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

Livestream: www.kennesaw-ga.gov/publicmeetings/

1. Call to Order**2. Public Comment**

This section is for comment on any item on the agenda.

3. New Business**A. Resolution: Service Delivery Strategy Agreement**

Consideration to approve a Resolution adopting a Service Delivery Strategy agreement and authorizing the Mayor to sign the agreement forms.

4. Adjourn



Item Report

TO: The Honorable Mayor and City Council

FROM: Jeff Drobney, City Manager

DATE: May 28, 2025

TITLE: **Resolution: Service Delivery Strategy Agreement**
 Consideration to approve a Resolution adopting a Service Delivery Strategy agreement and authorizing the Mayor to sign the agreement forms.

Summary:

The City of Kennesaw is charged with providing certain public services, and 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. The Service Delivery Act requires the periodic review and revision of service delivery strategies upon the occurrence of any one of six conditions specified in O.C.G.A § 36-70-28 (b). The City is adopting the Service Delivery Strategy agreement, which reflects the current agreement between the City and Cobb County, as incorporated into the packet. The City acknowledges the Service Delivery Agreement package includes new intergovernmental agreements entered into by Cobb County and the City of Mableton, to which the City of Kennesaw is not a party.

Recommendation:

The City Manager recommends approval of the Resolution and of the forms contained for the funding and provision of services; authorization for the Mayor to sign the forms; and authorization for the Special Counsel to monitor the final submission to the Department of Community Affairs, pending final review by City Attorney and City Manager.

Fiscal Impact:

Attachments:

1. RES 2025 - Service Delivery Strategy Kennesaw
2. Exhibit A

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY OF KENNESAW, GEORGIA, APPROVING SERVICE DELIVERY STRATEGY AGREEMENT; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of Kennesaw (“Kennesaw” or the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing certain public services to local residents; and

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 is hereby adopting the attached Service Delivery Strategy Agreement, which reflects the current agreement between the City and Cobb County; and

WHEREAS, the City acknowledges the Service Delivery Strategy Agreement package includes new intergovernmental agreements entered into by Cobb County and the City of Mableton, Georgia, to which the City of Kennesaw is not a party;

WHEREAS, the Mayor and Council of Kennesaw desire to approve the forms contained herein for the funding and provision of services as set forth thereunder and authorize the Mayor of Kennesaw to sign same and for the Special Counsel to monitor the final submission to the Department of Community Affairs (“DCA”).

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNESAW, GEORGIA, AS FOLLOWS:

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Acceptance of Service Delivery Strategy Agreement.** The City hereby approves the Service Delivery Strategy Agreement forms and certifications attached hereto as Exhibit “A”, subject to non-substantive modifications that deal with the form of the information conveyed, rather than the substances of how services will be provided or funded.
- 3. Authorization of the Mayor, Special Counsel, and Clerk.** The City hereby authorizes the Mayor to sign the Service Delivery Strategy Agreement forms included in the attached Exhibit A on its behalf. The City also authorizes the Special Council Andrew Welch and the law firm of Smith, Welch, Webb & White, LLC to review and monitor any changes that may arise until final acceptance by DCA, and authorize the delivery of the Service Delivery Strategy Agreements attached as Exhibit “A” to Cobb County and the DCA, as

applicable, for approval and verification. Special Council is further authorized, in consultation with the Mayor or City Manager and City Attorney, to make non-substantive modifications to Exhibit A that deal with the form of information conveyed, rather than the substance of how services will be provided or funded.

4. **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.
5. **Repeal of Conflicting Provisions.** All resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of May, 2025.

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor

Pat Ferris, Councilperson

Madelyn Orochena, Councilperson

Antonio Jones, Councilperson

Tracey Viars, Councilperson

Anthony Gutierrez, Councilperson

ATTEST:

Lea Alvarez, City Clerk

[SEAL]

EXHIBIT “A”

STATE OF GEORGIA
COUNTY OF COBB

SERVICE DELIVERY STRATEGY AGREEMENT

THIS SERVICE DELIVERY STRATEGY AGREEMENT (“Agreement”), made and entered into this _____ day of August, 2024, by and between the BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA (hereinafter referred to as “County”) and the undersigned CITIES OF COBB COUNTY, GEORGIA, including Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna (hereinafter referred to as “City or “Cities”), collectively referred to as the “Parties.” The City of Mableton (“Mableton”) shall not be a party to this Agreement because Mableton has been created but is a municipality in transition and therefore is “not subject to Chapter 70 of this title, relating to planning and service delivery strategies....” O.C.G.A. § 36-31-8.

RECITALS

WHEREAS, the Cities and County have reviewed the requirements of O.C.G.A. § 36-70-20 *et seq.* for the Cities and County to develop an efficient and responsive local government service delivery system and provide for funding equity; and

WHEREAS, the Cities and the County have undertaken studies to identify all local government services presently provided or primarily funded by each and identified the source of funding for each identified service; and

WHEREAS, the Cities and County have devised this Agreement in fulfillment of the requirements of O.C.G.A. § 36-70-20 *et seq.*; and

WHEREAS, this Agreement is an intergovernmental agreement by and between the Cities and the County entered into for a period of ten years as authorized and pursuant

to the provision of the State Constitution at Ga. Const. Art. IX, Sec. III, Par. I for the provision of services, facilities and equipment; and

WHEREAS, this Agreement shall constitute the implementation of the service delivery strategy of the Cities and County.

NOW THEREFORE, be it resolved that the preamble is agreed to and incorporated herein and the Cities and County have further agreed to the following terms.

1.

Compliance with the Act

The Parties hereto enter into this Intergovernmental Agreement for the purpose of complying with the Georgia Service Delivery Act, O.C.G.A. § 36-70-20; *et seq.*

2.

Service Agreement Forms

The Service Delivery Strategy for the County and the Cities consists of this Agreement, and all Form 2: Summary of Service Delivery Arrangements (the “Service Agreements”), which are attached hereto as Exhibit A and incorporated herein, and all associated Intergovernmental Agreements (the “Associated Agreements”). This Agreement and all Service Agreements shall become effective upon the execution of this Agreement and shall remain in effect for the duration of this Agreement. The Associated Agreements shall be effective per their respective dates of adoption and shall remain in effect per their express terms.

3.

Revenues

Notwithstanding O.C.G.A. § 36-70-24 (3) (B), any future amendments to the Service Delivery Act, or the precise terms used in the Service Agreements, during the term of this Agreement, any Party shall be entitled to take advantage of all revenue sources to fund services provided by the Parties. The Parties further agree that any Party may use future SPLOST, TSPLOST, MSPLOST, or other sales tax funding source expended in accordance with then-existing Georgia Law for capital improvements associated with any service or facility under this Agreement, even if not specified in the Service Agreements, and to offset administrative costs as permitted by State law.

4.

Alternative Funding Mechanism for Supplemental City-Provided Services

As permitted in O.C.G.A. § 36-70-24(3)(B), the Parties agree, in consideration of Service Agreements, covenants, and conditions contained herein and without the need of rolling back the county-wide millage rate in each municipality and to ensure compliance with O.C.G.A. § 36-70-24(3)(A), the County will issue annual cash payments to the Cities on November 1 of each year in accordance with the following schedule which accounts for future inflation:

- i. 2024 - \$6,500,000
- ii. 2025 - \$7,000,000
- iii. 2026 - \$7,500,000
- iv. 2027 - \$8,000,000
- v. 2028 - \$8,500,000
- vi. 2029 - \$9,000,000
- vii. 2030 - \$9,500,000
- viii. 2031 - \$10,000,000
- ix. 2032 - \$10,500,000
- x. 2033 - \$11,000,000

The amounts identified above shall constitute the total amount of proceeds due to the Cities under this Agreement. The apportionment of each payment among the Cities shall be determined by the Cities' respective tax digests.

5.

Consideration

The payments provided for herein are supported by good and valuable consideration stated above and including, but not limited to:

- a. Payment by the County to the Cities entitling unincorporated residents to full access to City-owned parks and recreation programs on equal terms as City residents in the municipal jurisdiction where the park and recreation program is located. This equal term requirement shall not apply to parks operated by the City or County that are leased from the US Army Corps of Engineers. This equal term requirement shall not apply to parking lots operated by a City or the County;
- b. Payment by the County to the Cities entitling unincorporated residents to full access to any City-owned library on equal terms as City residents in the municipal jurisdiction where the library is located; and
- c. Payment by the County to the Cities entitling unincorporated residents to full access to any City-owned senior service facility (not including senior housing) on equal terms as residents in the municipal jurisdiction where the senior facility (not including senior housing) is located.

6.

Amending Agreement

This Agreement may be amended, supplemented, or otherwise modified solely by a document in writing duly executed and delivered by the County and the applicable City. No waiver, release or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly approved, executed and delivered by a duly authorized official of the County and the Cities or City.

The Service Agreements and Associated Agreements may be amended with approval of the County and one or more Cities without the consent of the remaining Cities, so long as the amendment does not affect the rights or obligations of the remaining Cities.

7.

Execution of Documents

None of the Service Agreements will be required to be individually executed in order to be in full force and effect. All such Service Agreements shall remain in effect for the duration of this Agreement. Following adoption by the County and each of the Cities of a resolution as required by O.C.G.A. § 36-70-25, the Parties shall submit the Services Agreements, along with the necessary Forms 1, 3, and 4 to the Department of Community Affairs. Adoption of this Agreement by each respective Party shall authorize the Chair of the County or the Mayor of a City to execute all necessary documents to facilitate transmission of the Cobb County Service Delivery Strategy (the “SDS”) to the Department of Community Affairs and to make any corrections or revisions to the Forms 1, 2, 3, or 4 as may be required by the Department of Community Affairs for verification of the SDS, provided that such corrections or revisions are not inconsistent with this Agreement and do not materially alter the Service Agreements after written notice of the proposed changes to the Cities.

8.

Binding Effect

This Agreement shall be binding upon the County and Cities provided that it is ratified at an open meeting by the respective governing authorities of the County and each of the Cities on or before August 14, 2024.

9.

Duration of Agreement

This Agreement shall become effective immediately upon the last Party to the Agreement approving same at a duly noticed Council or Board meeting and shall expire on October 31, 2034, unless earlier terminated as provided for herein.

10.

Termination

The County shall provide eighteen (18) months' advance written notice of its intention to unilaterally terminate this Agreement for reasons other than those identified in paragraph 11 below. If the County provides notice of its intention to terminate for reasons other than those identified in paragraph 11, the County shall pay that amount of "November 1" payments that remain under the paragraph 4 schedule that are or may thereafter become due during the eighteen (18) month notice period, plus a half (1/2) year payment based upon what would otherwise be due during the following year under the paragraph 4 schedule. For example, if the County issued notice of termination in July of 2026, the County shall pay the Cities \$7,500,000 by November 1, 2026, and \$12,250,000 by November 1, 2027 (which is \$8,000,000 plus \$4,250,000.00, one half of the scheduled payment of \$8,500,000.00 in 2028). By way of additional example, if the County issues a notice of termination in March of 2026, the County shall pay the Cities \$11,500,00 by November 1, 2026 (which is \$7,500,000 plus \$4,000,000, one half of the scheduled payment of \$8,000,000 in 2027).

The purpose of the aforementioned payments shall be to offset the cost incurred by the Cities in the operational investments and capital improvements made in reliance on this

Agreement with respect to the services and facilities contemplated in this Agreement on behalf of and in conjunction with the County. The Parties acknowledge that the payments required by this paragraph are in exchange for services, facilities, and other lawful consideration and shall not constitute a penalty or gratuity in violation of the Gratuities Clause of the Georgia State Constitution.

11.

Triggering Events

Notwithstanding any other requirement or provision herein, the County shall make the November 1, 2025 payment to the Cities, but the County shall have no obligation to make further payments under this Agreement if : (i) any entity with a statutory right to require the County to update or revise the SDS refuses to adopt an SDS consistent with the terms of paragraphs 3, 4, and 5 of this Agreement and the pre-sanction mediator declares an impasse, (ii) one or more local governments in the County are created, abolished, or consolidated, (iii) when the SDS expires, or (iv) when the Parties agree to revise this Agreement. If any of the triggers (i)-(iv) herein are satisfied, a termination of this Agreement and the existing SDS shall be deemed to have occurred. If a triggering event occurs and a future payment-based SDS is negotiated by the County and the Cities, any future annual payment by the County to the Cities will become due no earlier than November 1, 2026.

The Parties agree that House Bill 1407 (from 2023/2024) becoming operational and enforceable on January 1, 2026, shall not constitute a triggering event or otherwise require the Parties to review and revise the SDS.

12.

Joint Defense

Each City shall join in the defense of the County and each other City against any challenges to this Agreement. The County shall join in the defense of each City against any challenges to this Agreement.

13.

Notice

All notices required to be given hereby are to be given in writing addressed to the Chairman of the Board of Commissioners and the County Manager (for the County) and the Mayor and City Manager (for a City) and delivered as follows.

- A. Hand delivery with receipt signed; or
- B. Federal Express mail with return receipt requested.

14.

Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia. For the purposes of all legal proceedings arising out of or relating to this Agreement, unless otherwise provided by law, the Cities and County submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia.

15.

Entire Agreement

This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

16.

Severability

To the extent any term, provision, or portion of this Agreement is declared to be invalid, unenforceable, or nonbinding, such declaration shall not affect the remaining terms, provisions, and portions of this Agreement.

17.

Counterparts

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered
In the presence of:

Judy Solomon
Unofficial Witness

LELA WASHINGTON
Notary Public


COBB COUNTY, GEORGIA

Date: 8/15/2024

By: [Signature]
Chairwoman

Attest: Daniel S. May (L.S.)
Clerk



(SEAL)

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
8/13/24

Signed, sealed and delivered
In the presence of:

Scarlett Shiver
Unofficial Witness

Vicki Hach
Notary Public



CITY OF ACWORTH, GEORGIA

Date: 8.12.24

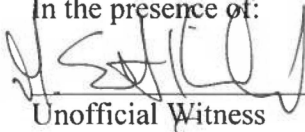
By: Thomas DeLeon (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered

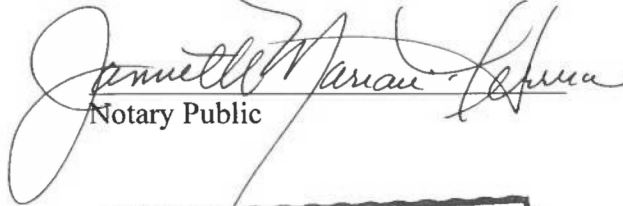
In the presence of:


Unofficial Witness

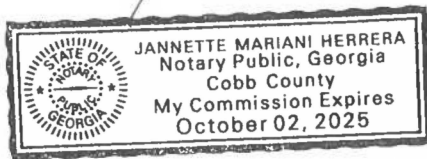
CITY OF AUSTELL, GEORGIA

Date: 8/13/2024

By: Ollie B. Clemens, Jr. (L.S.)
Mayor


Notary Public

Attest: Elizabeth Yung (L.S.)
Clerk



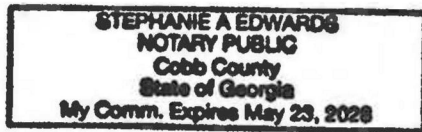
(SEAL)



Signed, sealed and delivered
In the presence of:

Mandy Arnold
Unofficial Witness

Stephanie A Edwards
Notary Public



CITY OF KENNESAW, GEORGIA

Date: 14 AUGUST 2024

By: CPaul Kostelny (L.S.)
Mayor

Attest: CR Bugner (L.S.)
Clerk

(SEAL)



Signed, sealed and delivered
In the presence of:

Mayno
Unofficial Witness

Jay Mable
Notary Public



CITY OF MARIETTA, GEORGIA

Date: 8-14-24

By: Robert T. Miller (L.S.)
Mayor

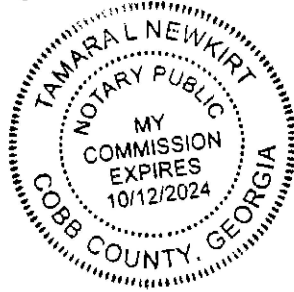
Attest: Stephanie Ruy (L.S.)
Clerk



Signed, sealed and delivered
In the presence of:

Daniel B. Conner
Unofficial Witness

Tamara L. Newkirt
Notary Public



CITY OF POWDER SPRINGS, GEORGIA

Date: August 14, 2024

By: Albert Turner (L.S.)
Mayor

Attest: Kelly A. H. (L.S.)
Clerk

(SEAL)

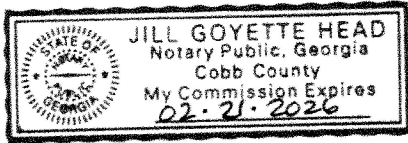
RESO 24-119

Approved as to form:
[Signature]
City Attorney

Signed, sealed and delivered
In the presence of:

Shirley Young
Unofficial Witness

Jill Goyette Head
Notary Public



CITY OF SMYRNA, GEORGIA

Date: August 14, 2024

By: *Derek Hooton* (L.S.)
Mayor

Attest: *Heather P. Dean* (L.S.)
Clerk

(SEAL)



EXHIBIT A

FORM 2 – SERVICE DELIVERY STRATEGY AGREEMENTS



SERVICE DELIVERY STRATEGY

FORM 1

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 <i>Revising or Adding to the SDS</i>	OPTION B <i>Extending the Existing SDS</i>
4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]	4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. 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.georgia.gov/community-assistance/Coordinated-planning/intergovernmental-coordination/service-delivery, or call the Office of Planning 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, OR email them to planning@dca.ga.gov.

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, counties, and other local authorities) that provide services included in the service delivery strategy.

Cobb County
Acworth
Austell
Kennesaw
Mableton
Marietta
Powder Springs
Smyrna
Cobb-Marietta Coliseum and Exhibit Hall Authority
Cobb County-Marietta Water Authority
Cobb County Board of Elections;
Dobbins ARB

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.

Courts (Superior, State, Magistrate)
Elections (Federal, State, County)
Electric, Gas, Fiber, Telecommunications and Related Technology Services
Extension Services
Public Health Services
Tax Assessor Services
Transit Services (CCT)

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.

Animal Control (to add Mableton; to change name to Animal Services)
Building Inspections (to add Mableton)
Code Enforcement (to add Mableton)
Coliseum and Exhibit Hall Authority Services (to add relevant IGAs)
Courts (Municipal) (to add Mableton)
Drainage / Stormwater Management Services (to add Mableton)
Economic Development (to add Mableton)
E-911 Services (to add Mableton)
Elections (Municipal) (to add Mableton)
Electric, Gas, Fiber, Telecommunications and Technology Services (changed name; clarified IGAs; added Mableton)
Fire and Emergency Services (to add Mableton, clarify mechanisms, and provide updated IGA)
Jail Services (to add Mableton and clarified IGAs)
Library Services (to clarify mechanisms)
Parks and Recreation (to add Mableton)
Planning and Zoning (to add Mableton)
Police Services (to add Mableton)
Right of Way Maintenance (to add Mableton and clarify IGAs)
Senior Services (to clarify service areas)
Sanitation/Solid Waste Services (to add Mableton)
Road/Street Maintenance Services (to add Mableton)
Wastewater Collection Services (to add Mableton and clarify existing IGAs)
Wastewater Treatment Services (to add Mableton and clarify existing IGAs)
Water Distribution Services (to add Mableton and clarify existing IGAs)
Water Supply Services (to add Mableton)

Page 2 of 2



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: COBB COUNTY

Service: Animal 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.): **Cobb 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund

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

Added the City of Mableton and updated reference to IGAs with all of the cities.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Animal Control Agreement	Cobb County, Chief Magistrate, Acworth	2006-indefinite
Animal Control Agreement	Cobb County, Chief Magistrate, Austell	2007-indefinite
Animal Control Agreement	Cobb County, Chief Magistrate Kennesaw	3/7/07-indefinite
Animal Control Agreement	Cobb County, Chief Magistrate, Mableton	6/1/2025 to May 31, 2035**
Animal Control Agreement	Cobb County, Chief Magistrate, Marietta/Powder Springs	2006-indefinite
Animal Control Agreement	Cobb County, Smyrna	2000-indefinite

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?

All cities have or will adopt or update animal services ordinances consistent with Cobb County's ordinances.

**Mableton/Cobb IGA related to Municipal Court Services commences 6/1/2025 and continues until December 31, 2028 but may renew for additional four (4) year terms upon written approval of the Chief Magistrate.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

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.): **Cobb County provides this service within the unincorporated areas of Cobb County. Acworth, Austell, Kennesaw, Marietta, Mableton, Powder Springs, and Smyrna provide this service within their respective incorporated areas.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth, Austell, Kennesaw	General Fund
Mableton	General Fund
Powder Springs and Smyrna	General Fund
	General Fund
	General Fund

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

Added the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

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.): **Cobb County provides this service within the unincorporated areas of Cobb County. Acworth, Austell, Kennesaw, Marietta, Mableton, Powder Springs, and Smyrna provide this service within their respective incorporated areas except that Cobb County is providing services related to regulated industries in Mableton during the transition period and for three months thereafter.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Mableton and Marietta	General Fund
Powder Springs and Smyrna	General Fund

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

Added the City of Mableton

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA	Cobb County and Mableton	6/1/25-8/31/25

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?

Mableton has requested Cobb County to continue providing services related to regulated industries after the conclusion of the transition period. If the County agrees, an IGA will be negotiated to provide this service after the transition period terminates.

7. Person completing form: **Dr. Jackie McMorris**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Coliseum and Exhibit Hall Authority 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.): **Cobb-Marietta Coliseum and Exhibit Hall Authority**
- 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
Cobb County	Tax (hotel/motel & liquor by the drink)
Acworth	Hotel/Motel Taxes
Austell	Hotel/Motel Taxes
Kennesaw	Hotel/Motel Taxes
Mableton and Marietta	Hotel/Motel Taxes
Powder Springs and Smyrna	Hotel/Motel Taxes

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

Added the City of Mableton.

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
GalleriaOperating&FundingAgr	Austell, CMCEHA; Acworth, CMCEHA	2023-2053; 1991-2028
;GalleriaOperating&FundingAg	Cobb County, Cobb-Marietta Coliseum & Ex. Hall Auth.	9/1/2023-10/1/2053
GalleriaOperating&FundingAgr	Kennesaw, Cobb-Marietta Coliseum&Exh. Hall Auth.	10/1/2024-10/1/2053
GalleriaOperating&FundingAgr	Marietta, Cobb-Marietta Coliseum&Exh. Hall Auth.	12/1/1991-10/2/2028
GalleriaOperating&FundingAgr	Powder Springs, Cobb-Marietta Coliseum&Exh.HallAuth	10/1/2023-10/1/2053
GalleriaOperating&FundingAgr	Smyrna, Cobb-Marietta Coliseum&Exh. Hall Auth.	10/1/2023-10/1/2053

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: COBB COUNTY

Service: Courts (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: **Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, and Smyrna provide this service within their jurisdiction. Cobb County Chief Magistrate provides specific municipal court services to the cities.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Mableton and Marietta	General Fund
Powder Springs	General Fund
Smyrna	General Fund

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

Added the City of Mableton and clarified the provision of specific municipal court services by the Chief Magistrate.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Agreement and Animal Control	Cobb County, Chief Magistrate, Austell	7/16/01-indef. and 4/18/07-
Animal Control Agreement	Cobb County, Chief Magistrate, Acworth	4/6/06-indefinite
Animal Control Agreement	Cobb County, Chief Magistrate, Kennesaw	3/7/07-indefinite
Animal Control Agreement	Cobb County, Chief Magistrate, Mableton	6/2/2025 to May 31, 2025**
Animal Control Agreement	Cobb County, Chief Magistrate, Marietta	2/2/06-indefinite
IGA	Cobb County, Chief Magistrate, Powder Springs	9/13/06-indefinite

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?

All cities have or will adopt or update animal control ordinances consistent with Cobb County's ordinances. **
Mableton/Cobb IGA related to Municipal Court Services commences 6/1/2025 and continues until December 31, 2028 but may renew for additional four (4) year terms upon written approval of the Chief Magistrate.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: COBB COUNTY

Service: Courts (Superior, State, Magistrate)

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.): **Cobb 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
MOU Victim Service Providers	Cobb County DA, Cobb County Public Health, Cobb County Sheriff, Cobb County, Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna, Etc.	01/01/24 - Indefinite

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?

Several MOUs have been entered into between and among non-party service providers and the Cobb County Veterans Accountability and Treatment Court.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: COBB COUNTY

Service: Drainage / Stormwater Management 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.):
- 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.): **Cobb County provides this service within the unincorporated areas of Cobb County and, during the transition period, to the City of Mableton. Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna provide this service within their respective incorporated areas. Cobb County will provide stormwater management services within Mableton from 6/1/2025 through December 31, 2025, at which point Mableton will provide its own stormwater management services.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	Enterprise Funds/Stormwater Utility Fund Fees
Acworth	Enterprise Funds/Stormwater Utility Fund Fees
Austell	Enterprise Funds/Stormwater Utility Fund Fees
Kennesaw	Enterprise Funds/Stormwater Utility Fund Fees
Marietta	Enterprise Funds/Stormwater Utility Fund Fees
Powder Springs and Smyrna	Enterprise Funds/Stormwater Utility Fund Fees

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

Cobb County will provide drainage and stormwater management service to Mableton pursuant to IGA.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Stormwater IGA	Cobb County and Mableton IGA	6/1/25-12/31/2025

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?

Mableton has or will enact appropriate ordinances.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: COBB COUNTY

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.): **Cobb County provides this service within the unincorporated areas of Cobb County. Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, and Smyrna provide this service within their respective incorporated areas.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Mableton and Marietta	General Fund
Powder Springs and Smyrna	General Fund

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

Added the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: E-911 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.):
- 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.): **Cobb County, Kennesaw, and Smyrna.**

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	E-911 Fund, Fees for 800 MHz System, Surcharges, General Fund
Kennesaw	General Fund and E-911 Fund
Smyrna	General Fund and E-911 Fund
Acworth	General Fund and E-911 Fund

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

Added Mableton to the list of cities for which Cobb County provides E-911

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for 911 Services	Cobb County, Powder Springs, Austell, Mableton and Marietta	Various - Indefinite
Mableton, IGA - 911 Services	Cobb / Mableton	6/01/2025 - 01/1/2030

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?

Cobb County operates the PSAP for police dispatching within the unincorporated area of the County and within the Cities of Marietta, Powder Springs, Austell, and Mableton. Cobb County operates the PSAP for fire dispatching within the entire County except for the City of Smyrna. The City of Smyrna operates a PSAP for police and fire dispatching within its own municipal boundaries. The City of Kennesaw operates a PSAP for police dispatching within the Cities of Kennesaw and Acworth.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Elections (Federal, State, 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.): **Cobb County Board of Elections**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

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: **Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs, Smyrna provide this service through the Cobb County Board of Elections.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Mableton and Marietta	General Fund
Powder Springs	General Fund
Smyrna	General Fund

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

Add the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

The Cities enter into IGAs with the Cobb County Board of Elections for elections-related services as necessary.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Electric, Gas, Fiber, Telecommunications and Technology 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.):
- 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.): **Acworth, Austell, Marietta**

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Acworth	Enterprise Funds
Austell	Enterprise Funds
Marietta	Enterprise Funds, inclusive of Board of Lights and Water Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Franchise Agreement Ext.	Cobb County, Austell	2020-2060

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Extension 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.): **Cobb 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund

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

No changes.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
MOU for Extension Services	Cobb County, the Board of Regents, and UGA	03/15/22 - Indefinite

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Fire and Emergency 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.):
- 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.): **Cobb County provides this service in the unincorporated areas and within the municipal boundaries of Acworth, Kennesaw, Mableton, and Powder Springs. Austell, Marietta, and Smyrna provide this service within their municipal boundaries.**

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	Fire Tax District Fund
Austell	General Fund
Marietta	General Fund
Smyrna	General Fund

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

Added the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA for Fire Prevention District	Cobb County, Kennesaw, Mableton, Powder Springs and Acworth	6/1/2025-6/1/2075

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?

The Fire Tax District was created by a local constitutional amendment. 1937-38 Ga. Laws 20; 1952 Ga. Laws 516; 1955 Ga. Laws 2597; 1957 Ga. Laws 2056; 1961 Ga. Laws 3407; 1966 Ga. Laws 2801; 1986 Ga. Laws 4501 The IGAs specify the services provided pursuant to the district. The Cities of Acworth, Kennesaw, Mableton and Powder Springs have or will adopt a common fire prevention and protection code in coordination with Cobb County.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: COBB COUNTY

Service: Jail 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.):
- 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.): **Cobb County, Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Marietta	General Fund
Powder Springs and Smyrna	General Fund

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

Added Mableton

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Prison Inmates Housing IGA	Acworth, Smyrna	07/01/2023 - 06/30/2028
Prison Inmates Housing IGA	Marietta, Smyrna	07/17/2023 - 07/16/2026
Prison Inmates Housing IGA	Powder Springs, Smyrna	07/01/2023 - 06/30/2028
Prison Inmates Housing IGA	Roswell, Smyrna	05/01/2024 - 04/31/2029
Prison Inmates Housing IGA	Sandy Springs, Smyrna	07/01/2023 - 06/30/2028

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: COBB COUNTY

Service: Library 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.):
- 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.): **Cobb County provides this service for the benefit of unincorporated and incorporated area residents. Smyrna provides a higher level of service within its incorporated area for the benefit of incorporated and unincorporated area residents pursuant to O.C.G.A. § 36-70-24(1).**

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Smyrna	General Fund

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

With respect to the overlapping service areas indicated in response to Question 2, such overlapping service areas are due to the fact that the City of Smyrna provides a higher level of service within its incorporated area for the benefit of incorporated and unincorporated area residents pursuant to O.C.G.A. § 36-70-24(1).

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Strategy	Cobb County, Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna	01/01/2024-10/31/2034
Library PASS IGA	Cobb County and Marietta City Schools	12/01/22 - Indefinite

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?

The County shall make payments to the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna by November 1 of each year, in accordance with the schedule provided in paragraph 4 of the cover Service Delivery Strategy Agreement for consideration including, but not limited to, the Cities providing unincorporated residents full access to any City-owned library on equal terms as City residents in the municipal jurisdiction where the library is located.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Parks and 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.):
- 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.): **Cobb County provides this service within the unincorporated areas and within incorporated areas in which the County owns parks. This County service is for the benefit of unincorporated and incorporated area residents. The Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna provide a higher level of service within their respective incorporated areas for the benefit of incorporated and unincorporated area residents pursuant to O.C.G.A. § 36-70-24(1) and IGA. Mableton will provide a higher level of service within its jurisdiction for the benefit of the residents of Mableton.**

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

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

☐ **No**

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Mableton and Marietta	General Fund
Powder Springs and Smyrna	General Fund

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

Added the City of Mableton. With respect to the overlapping service areas indicated in response to Question 2, such overlapping service areas are due to the fact that the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna provide a higher level of service within their respective incorporated areas for the benefit of incorporated and unincorporated area residents pursuant to O.C.G.A. § 36-70-24(1) and the City of Mableton provides a higher level of service within its incorporated area for the benefit of its incorporated area residents.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Strategy	Cobb County, Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna	01/01/2024-10/31/2034

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?

The County shall make payments to the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna by November 1 of each year, in accordance with the schedule provided in paragraph 4 of the cover Service Delivery Strategy Agreement for consideration including, but not limited to, the Cities providing unincorporated residents full access to the City-owned parks and recreation programs on equal terms as City residents in the municipal jurisdiction where the park and recreation program is located. This equal term requirement shall not apply to parks operated by County or such cities that are leased from the US Army Corps of Engineers or parking lots operated by County or such cities. The County also has various agreements and leases with non-parties such as the Department of Natural Resources and the Secretary of the Army related to Parks Services.

7. Person completing form: **Dr. Jackie McMorris, County Manager**
 Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

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):
- 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.): **Cobb County provides this service within the unincorporated areas of Cobb County. Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs and Smyrna provide this service within their respective incorporated areas.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Mableton and Marietta	General Fund
Powder Springs and Smyrna	General Fund

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

Added the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
GIS Services associated with zoning	Cobb / Mableton IGA	06/01/2025 - 05/31/2026

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?

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

COUNTY: COBB COUNTY

Service: Police 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.):
- 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.): **Cobb County will provide this service within the unincorporated areas of Cobb County and, from June 1, 2025 through May 31, 2026 within the City of Mableton via IGA. Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna will provide this service within their respective incorporated areas.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell and Kennesaw	General Fund
Mableton	General Fund / Special Service District for reimbursement to Cobb
Marietta	General Fund
Smyrna and Powder Springs	General Fund

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

Added Mableton

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
IGA	Cobb County and Mableton IGA	6/1/25-May 31, 2026
Service Delivery Strategy	Cobb County, Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna	01/01/2024-10/31/2034

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?

Mableton has or will enact a police special service district. The County shall make payments to the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna on November 1 of each year, in accordance with the schedule provided in paragraph 4 of the cover Service Delivery Strategy Agreement for consideration including, but not limited to, the aforementioned Cities providing supplemental police protection for the Cobb County Police Department in the municipal boundaries of the Cities.

7. Person completing form: **Dr. Jackie McMorris, County Manager**
 Phone number: **(770) 528-2600** Date completed: Type Date Here

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Public Health 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.): **Cobb 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund

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

No changes.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Right of Way 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.): **Cobb County provides this service within the unincorporated areas of Cobb County. Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna provides this service within their respective incorporated areas. Cobb County will provide this service within Mableton from June 1, 2025 through May 31, 2026 through an IGA.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Marietta	General Fund
Powder Springs and Smyrna	General Fund

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

Added the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Transportation IGA	Cobb County and City of Mableton	6/1/25-5/31/26
SDS IGA	Cobb County and City of Mableton	6/1/25 - 5/31/26

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: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Road/Street Maintenance Services (includes signals, signs, and bridges)

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.): **Cobb County provides this service within the unincorporated areas of Cobb County and for the City of Mableton pursuant to a Transportation IGA and a SDS IGA. Marietta, Kennesaw, Acworth, Austell, Powder Springs, and Smyrna provide this service within their respective incorporated areas.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund, LMIG, Street Light Districts, and Sales Taxes
Acworth	General Fund, LMIG, and Sales Taxes
Austell	General Fund, LMIG, and Sales Taxes
Kennesaw	General Fund, LMIG, and Sales Taxes
Marietta	General Fund, LMIG, and Sales Taxes
Powder Springs and Smyrna	General Fund, LMIG, and Sales Taxes

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

Added City of Mableton

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Transportation IGA	Cobb County and Mableton	06/01/2025 - May 31, 2026**
Master SDS IGA	Cobb County and Mableton	06/01/2025 - May 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?

From time to time, the County, Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna may coordinate their road/street services. The County provides or coordinates signal operation maintenance in certain cities such as Acworth, Austell, Powder Springs, and Mableton.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Sanitation/Solid Waste 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.):
- 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.): **Cobb County provides this service within the unincorporated areas of Cobb County. Acworth, Austell, Kennesaw, Mableton, Marietta, Powder Springs and Smyrna provide this service within their respective incorporated areas.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	Enterprise Funds
Acworth	Enterprise Funds
Austell	Enterprise Funds
Kennesaw and Marietta	Enterprise Funds
Mableton	General Fund/Enterprise Funds
Powder Springs and Smyrna	Enterprise Funds

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

Added the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

Cobb County owns a vegetative waste facility, a transfer station, and a recycling facility, which are operated by private non-party service providers.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Senior 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.):
- 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.): **Cobb County provides this service within the unincorporated areas of Cobb County. Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna provide this service within their respective incorporated areas for the benefit of unincorporated and incorporated area residents.**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund
Acworth	General Fund
Austell	General Fund
Kennesaw	General Fund
Marietta	General Fund
Powder Springs and Smyrna	General Fund

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Service Delivery Strategy	Cobb County, Acworth, Austell, Kennesaw, Marietta, Powder Springs, Smyrna	01/01/2024-10/31/2034

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?

The County shall make payments to the Cities of Acworth, Austell, Kennesaw, Marietta, Powder Springs and Smyrna on November 1 of each year, in accordance with the schedule provided in paragraph 4 of the cover Service Delivery Strategy Agreement for consideration including, but not limited to, the aforementioned Cities providing unincorporated residents full access to any City-owned senior service facility (not including senior housing) on equal terms as residents in the municipal jurisdiction where the senior facility (not including senior housing) is located.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Tax Assessor 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.): **Cobb 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
N/A		

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Transit Services (CCT)

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.): **Cobb 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	General Fund

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

No changes.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Transportation IGA	Mableton / Cobb County	06/01/2025 - 50 years

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Wastewater Collection 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.):
- 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.): **Cobb County, Marietta, Smyrna, Austell, and Dobbins ARB**

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	Enterprise Funds
Marietta	Enterprise Funds, inclusive of Board of Lights and Water Fund
Smyrna	Enterprise Funds
Austell	Enterprise Funds
Dobbins ARB	Unrestricted

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

Added City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Contract for Purchase/Sale	Cobb County and Acworth	03/30/1987-03/29/2037
Contact for Purchase/Sale	Cobb County and Kennesaw	12/15/2004-12/14/2054
Water/Sewer Services IGA	Cobb County and Mableton	06/01/2025-5/31/2075
Sale/Purchase Agreement	Cobb County and Powder Springs	04/01/2019-03/31/2069

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?

Mableton will adopt any required ordinances

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Wastewater Treatment 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.): **Cobb 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	Enterprise Funds

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

Added the City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Contract for Purchase/Sale	Cobb County and Acworth	1987-2037
Amendment to Serv. Boundary	Cobb County and Austell	1987-idefinite
Contract for Purchase/Sale	Cobb County and Kennesaw	12/15/2004-12/14/2054
Water / Sewer Service IGA	Cobb County and Mableton	06/01/2025-05/31/2075
IGA WW Trmt; Serv. Area Ag.	Cobb&Marietta BLW; Cobb&Smyrna	2001-2051; 2005-2035
Sale and Purchase Agreement	Cobb County and Powder Springs	2019-2069

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?

Mableton will adopt any required ordinances.

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Water Distribution 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.):
- 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.): **Cobb County, Marietta, Smyrna, Austell, and Dobbins ARB**

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

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

☒ **No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	Enterprise Funds
Marietta	Enterprise Funds, inclusive of Board of Lights and Water Fund
Smyrna	Enterprise Funds
Austell	Enterprise Funds
Dobbins ARB	Unrestricted

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

Added City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Contract for Purchase/Sale	Cobb County and Acworth	1987-2037
Water/Sewer Boundary	Cobb County and Austell	1987-idefinite
Contract for Purchase/Sale	Cobb County and Kennesaw	12/15/2004-12/14/2054
Water / Sewer Service IGA	Cobb County and Mableton	06/1/25-05/31/2075
Service Area Boundary	Cobb County & Marietta BLW; Cobb County&Smyrna	2001-2051; 2005-2035
Sale/Purchase Agreement	Cobb County and Powder Springs	2019-2069

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?

Mableton will adopt any required ordinances

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section 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: COBB COUNTY

Service: Water Supply 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.): **Cobb County-Marietta Water Authority**
- 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.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Cobb County	Enterprise Funds
Marietta	Enterprise Funds, inclusive of Board of Lights and Water Fund
Smyrna	Enterprise Funds

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

Added City of Mableton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Water Supply Agreement	Cobb County, Cobb County-Marietta Water Authority	2002-2032
Amendment to Service Area	Cobb County, Austell	1987 - 2037
Service Area Agreement	Cobb County, Marietta	2003-2033
Serv. Area Ag./Wholesale Wat	Cobb County, Smyrna	04/18/2005 - 04/17/2035

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

N/A

7. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 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: COBB COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

None.

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

- ☐ Amendments to existing comprehensive plans
- ☐ Adoption of a joint comprehensive plan
- ☐ Other measures (amend zoning ordinances, add environmental regulations, etc.)

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

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? N/A; No conflicts were identified.

4. Person completing form: **Dr. Jackie McMorris, County Manager**

Phone number: **(770) 528-2600**

Date completed:

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:



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: COBB COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>COBB COUNTY</u>	Chairwoman	Lisa Cupid		
<u>ACWORTH</u>	Mayor	Thomas Allegood		
<u>AUSTELL</u>	Mayor	Ollie Clemons		
<u>KENNESAW</u>	Mayor	Derek Easterling		
<u>MABLETON</u>	Mayor	Michael Owens		
<u>MARIETTA</u>	Mayor	Steve Tumlin		
<u>POWDER SPRINGS</u>	Mayor	Albert Thurman		
<u>SMYRNA</u>	Mayor	Derek Norton		

STATE OF GEORGIA
COUNTY OF COBB

INTERGOVERNMENTAL AGREEMENT
FOR FIRE PREVENTION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT is made effective and entered into this 1st day of June, 2025, by and between COBB COUNTY, GEORGIA a political subdivision of the State of Georgia (“County”), the CITY OF ACWORTH, a municipal corporation of the State of Georgia, by and through its Mayor and City Council (“Acworth,” specifically; “City,” generally), the CITY OF KENNESAW, a municipal corporation of the State of Georgia, by and through its Mayor and City Council (“Kennesaw,” specifically; “City” generally), the CITY OF POWDER SPRINGS, a municipal corporation of the State of Georgia, by and through its Mayor and City Council (“Powder Springs,” specifically; “City” generally), and the CITY OF MABLETON, a municipal corporation of the State of Georgia, by and through its Mayor and City Council (“Mableton,” specifically; “City,” generally) (Acworth, Kennesaw, Powder Springs, and Mableton referred to collectively as “Cities”; and the County and Cities referred to collectively as “Parties”).

RECITALS:

WHEREAS, the voters of Cobb County approved a local constitutional amendment (LCA) creating a Fire Prevention District to provide fire prevention services funded by up to five mills of property tax in accordance with 1937-38 Ga. Laws, Ex. Sess. p. 20, 1952 Ga. Laws 516; 1986 Ga. Laws 4501, and Cobb Enabling Legislation § 14-21;

WHEREAS, this LCA was continued in accordance with Ga. Const. Art. XI, Sec. I, Para. IV(a), in 1952, in accordance with 1952 Ga. Laws 516, and in 1986, in accordance with 1986 Ga. Laws 4501;

WHEREAS, the services provided in the Fire Prevention District are managed by the Cobb County Board of Commissioners pursuant to 1955 Ga. Laws, p. 2597;

WHEREAS, the Fire Prevention District currently consists of Acworth, Kennesaw, Powder Springs, and unincorporated Cobb County;

WHEREAS, since the creation of the Fire Prevention District, a portion of the previously unincorporated area of Cobb County has become the newly formed City of Mableton;

WHEREAS, Mableton does not currently provide fire protection, but desires to provide fire protection and fire safety services by contract with Cobb County as part of the Fire Prevention District and through this Agreement;

WHEREAS, Mableton has provided notice to Cobb County that it desires for the County to continue providing fire protection and fire safety services;

WHEREAS, on April 7, 1977, the County entered into a Fire Inspection Agreement with Acworth to clarify that complete fire prevention services includes fire inspection services;

WHEREAS, on December 6, 1976, the County entered into, and on February 14, 1977, signed a Fire Inspection Agreement with the Kennesaw to clarify that complete fire prevention and safety services includes fire inspection services;

WHEREAS, in or about 1972, Powder Springs adopted an ordinance to authorize the County to provide Fire Code Inspections in Powder Springs;

WHEREAS, as part of fire prevention and safety services provided to the Fire Prevention District, the County also provides first responder emergency medical services and emergency rescue services;

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

WHEREAS, the Parties are permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract with one another any period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary are permitted to pay for such activities, services or facilities or to pay the cost of such services or to pay the costs of acquisition, construction, equipping, modernization or repairs of such facilities or equipment in accordance with the terms of any such contract and to pay the same from revenues derived from any source and, if necessary, to levy and collect ad valorem property taxes for such purpose;

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution requires a contract between the Parties in order for the County to provide certain services, including fire protection, emergency rescue services, and code enforcement; and

WHEREAS, to the extent required, this Agreement is intended to comply with O.C.G.A. § 25-3-5 relating to counties operating fire departments within a city;

WHEREAS, the Parties are authorized by O.C.G.A. §§ 8-2-26(a)(5) and (6) and 36-13-4 to provide issuance of building permits and enforcement of building and other codes;

WHEREAS, the County has adopted and enforces the state minimum fire safety standards pursuant to O.C.G.A. § 25-2-12(a) in the unincorporated area of the county;

WHEREAS, each City has adopted the state minimum fire safety standards and forwarded the resolution to the State Insurance and Safety Fire Commissioner pursuant to O.C.G.A. § 25-2-12(b) and has authorized the County to enforce the state minimum fire safety standards on the City's behalf within the municipality in accordance with O.C.G.A. § 25-2-12; and

WHEREAS, each City has adopted the state minimum standard codes related to fire protection and prevention (currently, the National Fire Protection Association's National Electrical Code and the International Code Council's International Fire Code) for enforcement pursuant to O.C.G.A. § 8-2-26 and has previously authorized the County to enforce them on its behalf within the municipality if the City desires such service.

NOW THEREFORE, for and in consideration of the mutual benefits, covenants and conditions contained herein, the parties agree as follows:

SECTION I
PURPOSE AND INTENT

The purpose of this Agreement is to address how the County provides fire prevention and related safety services within the Cities in accordance with the LCA, as well as to comply with the provisions O.C.G.A. § 36-70-20 *et seq.* and any other applicable statutory provisions or requirements related to said services.

SECTION II
DEFINITIONS

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

- A. “Fire Chief” means the Director of the Cobb County Fire and Emergency Department or designee.
- B. “Fire Codes” means those applicable provisions of state minimum fire safety standards adopted by the Insurance and Safety Fire Commissioner and state minimum codes adopted by the Department of Community Affairs, and as may be from time to time, related to fire safety including, but not limited to the International Code Council’s International Fire Code and the National Fire Protection Association’s National Electrical Code, that are enforceable by local governments.
- C. “Fire Inspection Services” means and includes the following as related to applicable Fire Codes:
 - 1. Fire safety inspections of existing buildings and structures;
 - 2. Plan and specification review of proposed buildings and structures;
 - 3. Building permit approval;
 - 4. Fire safety inspections of buildings and structures; and
 - 5. Permanent and temporary certificates of occupancy approval.
- D. “Fire Marshal” means the Cobb County Fire Marshal or their designee.
- E. “Fire Prevention District” means the area consisting of the unincorporated area of Cobb County, the City of Acworth, the City of Kennesaw, the City of Mableton, and the City of Powder Springs, as such area may be changed in accordance with 1955 Ga. Laws 2597 and 1961 Ga. Laws 3407.

- F. “Fire Prevention Services” or “Services” mean the Fire Inspection Services and Fire Rescue Services offered and/or provided pursuant to the LCA and addressed by this Agreement.
- G. “Fire Rescue Services” means fire suppression, community risk reduction, fire protection, disaster mitigation, fire rescue, hazardous material response, and first responder emergency medical service at the level regularly provided by County Fire and Emergency Department in unincorporated areas of the County.
- H. “Public Safety Director” means the Cobb County Director of Public Safety.
- I. “Special Fire Services” means fire watch, fire standby, EMS standby, hazardous material cleanup, lift assist and other services provided to residents, businesses, and visitors for which the Board of Commissioners has adopted a Special Fire Services Fee Schedule.

SECTION III

TERM OF AGREEMENT

The term of the Agreement is for fifty (50) years unless terminated in accordance with this Agreement.

SECTION IV

COMPENSATION AND CONSIDERATION

A. Funding for the Fire Prevention District.

1. Services provided to the Cities within the Fire Prevention District shall be funded as authorized by Section 14-26 of Cobb County’s State Enabling Legislation so long as the Cities remain a part of the Fire Prevention District and so long as the funding authorized by Section 14-26 of Cobb County’s State Enabling Legislation is sufficient to fund Services. Cobb County agrees to establish its budget for such services on a nondiscriminatory manner between the areas it serves.
2. In the event that implementation of the five mills authorized by Section 14-26 of Cobb County’s State Enabling Legislation is determined by all Parties to be insufficient to provide Services, the Parties shall split the unfunded cost in proportion to the population of the unincorporated area and the population of each City or split the unfunded cost in any manner as agreed upon in writing by the Parties.
3. In the event that one or more Cities discontinue receiving Fire Code Services, then Fire Code Service shall cease to be funded by the LCA millage rate, and shall be funded based upon permit fees, inspection fees, review fees and other revenue as identified by the County and City or Cities receiving Fire Code Services.

4. In the preparation of the budget for the Fire Prevention District, the Fire Chief or their designee shall meet with each of the Cities for input and advice. The County shall provide each City with a copy of the proposed budget prior to the County's initial public hearing on the budget.
- B. **Additional Funding.** Other sources of revenue associated with the provision of Services include:
1. **Permit, Inspection, and Plan Review Fees.** Revenues resulting from permits, inspections and plan review associated with the Services provided under this Agreement shall belong to the Party issuing the permit, conducting the inspection or providing the plan review. Any permit, inspection or plan review fees imposed by the County shall approximate the cost of administering and regulating the permit, inspection or plan review and shall be equal to those charged in the unincorporated area. The current fee schedule is contained in **Exhibit "A" 2023 Cobb County Fire Marshal's Office Fee Schedule** attached and incorporated herein.
 2. **Fees for Special Fire Services.** Special Fire Service Fees approximate the cost of providing Special Fire Services and charged by the County to recipients of Special Fire Services shall remain with the County. Current fees Special Fire Service Fees are contained in Section XVII of **Exhibit "A" 2023 Cobb County Fire Marshal's Office Fee Schedule**.
 3. **Fines.** Fines originating from unincorporated area shall remain with the County. Fines originating from a Municipal Court case shall remain with the City in which the violation occurred so long as the case is prosecuted by the City and not the County. If a Municipal Court case is prosecuted by County, then any resulting fees shall remain with County.
 4. **Sales Tax.** In conjunction with the creation of a list of proposed projects to be funded with a proposed local sales tax, the Fire Chief or their designee shall meet with each City for input and advice in developing such list.

SECTION V

FIRE RESCUE SERVICES

- A. **Level of Service.** During the term of this Agreement, the County shall provide Fire Rescue Services to the Cities at the same level as provided in the unincorporated area of the County. The County shall provide Fire Rescue Services on a continual 24-hour per day basis. This Agreement does not govern or modify any mutual aid agreements that govern the parties in case of emergencies requiring assistance from neighboring fire departments not parties to this Agreement, except that any costs incurred for receiving mutual aid assistance from a jurisdiction not subject to this Agreement shall be paid with LCA millage rate funds or as provided for in this Agreement.

- B. **Management of Service.** Fire Rescue Services will be overseen by the Fire Chief under the direction of the Public Safety Director and County Manager. The Public Safety Director will coordinate with the Cobb County Water System Director on interagency matters. The Cobb County Water System shall apprise the Fire Chief or their designee of planned and water outages that may affect fire protection or that may affect fire suppression ratings for insurance ratings purposes. The Public Safety Director or Fire Chief shall notify the City Manager of any affected City if such changes occur. Cobb County shall be responsible for any attendant costs to the Water System in order to restore the level of service and such shall be performed in a diligent and non-discriminatory manner .
- C. **Standards.** All emergency incidents within a City shall operate under the National Response Plan (NRP) utilizing the National Incident Management System (NIMS), as well as the State Minimum Fire Safety Standards.
- D. **Safety Requirements.** Each City acknowledges that the safety of the public and the safety of the County's employees performing services under this Agreement depends upon the City requiring strict adherence to all state minimum building codes, Fire Codes, and other laws and regulations related to safety.
- E. **Reports.** The Fire Chief shall notify the City Manager or their designee in the event of a significant fire rescue or emergency situation within the City. Response reports will be provided by the Fire Chief upon request of the City.
- F. **Exclusions.** This Agreement does not and is not intended to address or include ambulance services. Nothing in this Agreement shall preclude the County's right to collect, seek or request funding from third parties for ambulance transport or emergency calls originating from within the County or City.

SECTION VI

FIRE INSPECTION SERVICES

For each City electing to receive Fire Inspection Services, the County and City agree to the following:

- A. **Level of Service.** For the Cities choosing to receive Fire Inspection Services, Fire Inspection Services shall be provided at the level regularly provided by the Fire Marshal or their designee in unincorporated areas of the County. The Fire Marshal shall conduct an initial review of permit applications to confirm jurisdictional boundaries and verify inclusion of all required safety information. The permit application shall then be forwarded to the City for permit issuance consideration. The Fire Marshal shall meet or exceed the permit review and processing requirements of O.C.G.A. § 25-2-14, and as may be amended from time to time. Additionally, the Fire Marshal shall provide timely written comments as to the bases for its rejection of any permit application. Should O.C.G.A. § 8-2-26 be amended to apply for the codes enforced by the Fire Marshal or be deemed by a court of

competent jurisdiction to apply to the codes enforced by the Fire Marshal, then the Fire Marshal shall comply with those requirements to the extent applicable.

- B. **Management of Service.** Each City shall appoint the Fire Marshal to serve as the City Fire Marshal and authorize the Fire Marshal to act as an agent of the City for the provision of Fire Inspection Services. The Fire Marshal shall serve at the pleasure of and direction by the Fire Chief, Public Safety Director, and County Manager.
- C. **City Ordinance Review and Inspection.** For development occurring within the City, Fire Inspection Services include:
1. Review plans and land disturbance permits for new construction of commercial and multi-family uses and residential and commercial subdivisions in the City for fire lane, access, and fire hydrant coverage and compliance;
 2. Review applications for City permits for gated access roads and entrances;
 3. Notify the City of any fire lane issues, requirements or signage needs in compliance with applicable laws or Fire Codes in order to perform or provide Services under this Agreement;
 4. To the extent allowed by Georgia law, review fireworks stands for temporary outdoor sales facilities and indoor display;
 5. Review and approve temporary tents located in the City in accordance with State law;
 6. Provide timely advice and recommendations to the Cities regarding consideration and updates to City Ordinances;
 7. Evaluate alternate but equal code compliance methods for permit review and provide a representative to serve on the City's Construction and Adjustment Board of Review at no additional cost to the City.
- D. **Safety Requirements.** The City acknowledges that the safety of the public and the safety of the County's employees depends upon strict adherence to all state minimum building codes and Fire Codes. The City shall not issue Certificates of Occupancy or Certificates of Completion for buildings and structures unless they are in compliance with state minimum building and have an approval (or an approved variance or approval by a third party engineer or fire safety expert engaged pursuant to O.C.G.A. § 25-2-14) from the Fire Marshal or their designee for compliance with Fire Codes. Once the building or structure meets state minimum building codes and has approval from the Fire Marshal or their designee, then the City shall issue the Certificate of Occupancy or Certificate Completion when the City is satisfied that the project has complied with all City requirements. The City shall provide a copy of all Certificates of Occupancy or Certificates of Completion issued within the City to the Fire Marshal within five (5) business days of issuance by the City.
- E. **Reports.** The Fire Marshal shall forward records of intermediate and final reviews and inspection reports and occupancy loads to the City for record-keeping purposes. The City

will shall forward copies of Occupation Tax Certificate applicants and Certificate of Occupancy to the County. The Fire Marshal shall provide timely written comments as to its bases for any incomplete, failed or rejected plan or permit inspection in accordance with Georgia Law.

F. **Exclusions.** While the County may review plans and specifications, may conduct inspections to determine compliance with Fire Codes, and may testify as a witness on violations occurring within a City, nothing in this Agreement shall be interpreted as requiring the County to enforce City ordinances or Fire Codes in court or otherwise. The County shall not enforce ordinances of the Cities. The County shall not be responsible for review and/or enforcement of state minimums building code requirements other than Fire Codes. Retaining walls, fences, signs, greenhouses, satellite dishes, and similar projects or structures shall not be subject to the provisions of this Agreement. The Cities shall continue to review and issue permits and/or approvals for such projects. The City shall be responsible for inspections of all erosion control and site work on all projects within the City.

G. **Transition for Changes in Service.** The City acknowledges that Fire Inspection Services are provided and funded pursuant to the LCA through the imposition of up to five mills of property tax. In order to properly budget the resources and staff to provide Fire Inspection Services to the City, as well as to maintain tax equity of the Fire Prevention District, the County must have adequate time to provide adjustments to the budget and the millage rate whenever a City adds or discontinues Fire Inspection Services. Any City requesting to institute or discontinue Fire Code Services from the County shall provide at least thirty (30) days' advance written notice and agrees that any such change shall only occur on October 1st of any year in which such notice is provided, unless otherwise agreed to by the County.

Likewise, the County shall provide the Cities with at least thirty (30) days' advance written notice of any material change(s) to Fire Inspection Services or the method of delivery of said services. For the purposes of this section, "material change" shall mean any substantive modification to the scope, frequency, or manner of delivery of Fire Inspection Services that would directly impact service levels provided to the Cities. This shall not include internal operational adjustments, staffing reassignments, or emergency changes required to address immediate public safety needs, code compliance, or regulatory mandates.

H. **Acknowledgment of Deputized State Officials.** The Parties acknowledge that certain County employees have been deputized as a deputy state fire marshals by the state fire marshal in accordance with O.C.G.A. § 25-2-12.1. If provided to the City, such services shall be provided on behalf of the State of Georgia.

1. Perform arson and other investigations pursuant to O.C.G.A. § 25-2-9(a).
2. Inspect building, premises, and surrounding area where fire is in progress or has occurred pursuant to O.C.G.A. § 25-2-22.

3. Obtain inspection warrants pursuant to O.C.G.A. § 25-2-22.1.
 4. Make arrest pursuant to O.C.G.A. § 25-2-9(b).
- I. **Notification of Changes to Codes.** Should any City make changes to the codes utilized in the performance of this Agreement, the City shall provide notice that such a change is being considered at least ten days prior to the meeting where such change will be considered. If approved, the City shall provide a copy of the code amendments to County within ten days and submit the changes to the Georgia Department of Community Affairs as required by law.

SECTION VII

EQUIPMENT

The County shall provide the necessary equipment, gear, supplies, and motor vehicles in connection with this Agreement in order to perform the Services. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. The assignment of equipment, gear, supplies, and motor vehicles between fire stations shall be data driven and guided by applicable ISO standards Center for Public Safety Excellence accreditation measures and/or other applicable guidelines to ensure equitable resource distribution and response planning based on risk assessments, population density, call volume, and other relevant criteria. Cobb County shall ensure impartial allocation of equipment and resources between the Cities and unincorporated areas, with all provisions aligned to established ISO standards and best practices. The development and application of ISO standards shall be objective, transparent, and non-discriminatory, ensuring all jurisdictions receive resources proportionate to their operational needs and risk profiles.

SECTION VIII

EMPLOYEES

- A. **Compensation and Benefits.** The County shall provide staffing necessary to perform Services. The County shall be responsible for providing compensation and benefits to the employees providing Services pursuant to this Agreement.
- B. **Management of Employees.** The employees providing Services pursuant to this Agreement shall be managed exclusively by the County. The County agrees to comply with applicable federal and state employment laws. Any fines or penalties imposed as a result of failure to comply with applicable federal or state employment laws shall not be paid from the funds generated by the LCA millage rate.

SECTION IX

RECORDKEEPING AND REPORTING

- A. **Annual Report.** No later than March 1st of each year, the County will provide each City Manager with a copy of the written annual report from the previous calendar year, which shall include the following:
- a. Budget;
 - b. Georgia Firefighter Standards and Training Council report, if any;
 - c. Inventory of buildings and apparatus at each fire station, including the location, age and replacement schedules; and such information for any locations primarily supporting fire department operations (i.e., Fire Department Annex);
 - d. ISO Rating;
 - e. Positions assigned to each fire station, noting whether each position is vacant or staffed;
 - f. Response times for each fire station; and
 - g. Strategic Plan.
- B. **Other Reports.** Within ten (10) business days of receiving a report following an inspection by Georgia Firefighter Standards and Training Council or the Insurance Services Office, such report shall be forwarded to the Cities.
- C. **Record Retention.** During the term of this Agreement, the County will maintain all records and reports relating to Fire and Emergency Department activity within the Cities in accordance with the County's record retention schedule.

SECTION X

TERMINATION

This Agreement may terminate, in whole or in part, upon any one of the following conditions:

- A. **Termination of LCA.** Should the LCA be repealed pursuant to Ga. Const. Art. XI, Sec. I, Para. IV(b) or determined unconstitutional by a court of competent jurisdiction without the creation of a subsequent special tax district pursuant to Ga. Const. Art. IX, Sec. II, Para. VI, this Agreement shall terminate; however, Cobb County Fire and Emergency Services shall continue to provide fire protection and other services for a period of one year following such termination or until a subsequent Agreement is reached between the parties hereto so long as a new special tax district is immediately created or an alternative, proportionate funding mechanism is put in place to fund such services.
- B. **Upon Conclusion of Agreement.** At the conclusion of the Agreement, this Agreement shall be terminated unless a new contract is entered; provided, however, that the requirement, obligations, and funding of the LCA shall remain in effect unless repealed.

SECTION XI

TRANSITION

The County and Cities agree that at least ninety (90) days prior to the end date of this Agreement, the City Manager and County Manager shall meet and confer for a smooth transition.

SECTION XII

NOTICES

All notices required or permitted shall be given by certified first class U.S. Mail, return receipt requested, to the Parties at the addresses below, which address may be changed upon written notice to the other Parties:

County:

County Manager

100 Cherokee Street

Marietta, Georgia 30090

With a copy to:

Public Safety Director

100 Cherokee Street

Marietta, Georgia 30090

Acworth:

City of Acworth

4515 Center Street

Acworth, Georgia 30101

With a copy to:

Kennesaw:

City of Kennesaw

Attn: Dr. Jeff Drobney, City Manager

2529 J. O. Stephenson Ave.

Kennesaw, Georgia 30144

Powder Springs:

City of Powder Springs

Attn: Pam Conner, City Manager

4426 Marietta Street

Powder Springs, Georgia 30127

With a copy to:

City of Kennesaw

Attn: Derek Easterling, Mayor

2529 J. O. Stephenson Ave.

Kennesaw, Georgia 30144

With a copy to:

City of Powder Springs

Attn: Al Thurman, Mayor

4426 Marietta Street

Powder Springs, Georgia 30127

Mableton:

City of Mableton

Attn: William Bill Tanks, City Manager

135 Riverside Parkway

Austell, Georgia 30168

With a copy to:

City of Mableton

Attn: Michael Owens, Mayor

1400 Veterans Memorial Highway SE,
Suite 134-200

Mableton, Georgia 30126

SECTION XIII

NON-ASSIGNABILITY

No party shall assign any of the obligations or benefits of this Agreement.

SECTION XIV

ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement and the LCA constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the Parties.

SECTION XV

FORCE MAJEURE

The Parties shall not be liable for their respective non-negligent or non-willful failure to perform any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Parties; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

SECTION XVI

PRESERVATION OF IMMUNITIES

No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Agreement shall be construed to be a waiver of County's or City's sovereign immunity or any individual's qualified good faith or official immunities.

SECTION XVII

MISCELLANEOUS

- A. **Governing Law and Jurisdiction.** This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia for the purposes of all legal proceedings arising out of or relating to this Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- B. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances because it conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases,

sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement.

- C. **Effective Date.** This Agreement shall become effective on June 1, 2025.
- D. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
- E. **Amendments in Writing.** No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by the Cities and the County.
- F. **Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- G. **Time is of the Essence.** All parties agree and understand that time is of the essence as to all deliverables including but not limited to level of services and obligation to perform.

ARTICLE XVIII

BINDING EFFECT

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the County and Cities as of the date set forth above.

COBB COUNTY

CITY OF ACWORTH

Lisa N. Cupid, Chairwoman

Tommy Allegood, Mayor

Attest:

Attest:

Pamela L. Mabry, County Clerk

Regina Russell, City Clerk

Approved as to Form:

Approved as to Form:

County Attorney's Office

City Attorney

CITY OF KENNESAW

Derek Easterling, Mayor

Attest:

Lea Alvarez, City Clerk

Approved as to Form:

City Attorney

CITY OF POWDER SPRINGS

Al Thurman, Mayor

Attest:

Kelly Axt, City Clerk

Approved as to Form:

Julie K. Livingston
City Attorney

CITY OF MABLETON

Michael Owens, Mayor

Attest:

Susan Hiott, City Clerk

Approved as to Form:

Emilia C. Walker-Ashby, City Attorney

Exhibit “A”
2023 Cobb County Fire Marshal’s Office Fee Schedule
Adopted by and in the discretion of the Douglas County Board of Commissioners

SITE FEE SCHEDULE

I. Site Plan Review

- a. Site plan reviews **\$100**
- b. Review of Engineering Reports, Engineering Judgements, Performance Based Designs or Equivalencies **\$200**
- c. Revisions to previously approved plans **\$50**
- d. Consultations **\$100**
- e. Expedite plan reviews (per site plan in addition to the normal fee) **\$1,500**
- f. Expedite inspections (4-hours maximum) **\$1,000**

Special Notes:

- All fees are payable online by using the link provided on the invoice. Invoices will be sent through Mobile Eyes, all fees must be paid prior to reviews or inspections.
- Fees will not be refunded when cancelling previously made appointments or inspections within 48 hours of the appointment date. A refund request can be made in writing to the Cobb County Fire Marshal and may be granted on a case-by-case basis. Related re-inspections shall be in accordance with Sec 54-53.
- Appeal request can be made by contacting the Cobb County Fire Marshal’s Office in accordance with O.C.C.C 54-53 and 54-55 and may be granted in a case-by-case basis

II. New Building – Plan Review and Inspections

- a. Single story up to 12,000 sq ft **\$250**
- b. Single store more than 12,000 sq ft **\$350**
- c. Multiple stories – fee per additional story **\$100**
- d. Review of Engineering Reports, Engineering Judgements, Performance Based Designs or Equivalencies **\$200**
- e. Revisions to previously approved plans **\$50**
- f. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- g. Consultations **\$100**
- h. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**

- i. Construction related inspections – all types **\$75**
- j. Expedite inspection (4-hours maximum) **\$1,000**

III. Building Addition – Plan Review and Inspections

- a. Single story up to 12,000 sq ft **\$250**
- b. Single story more than 12,000 sq ft **\$350**
- c. Multiple stories – fee per additional story **\$100**
- d. Review of Engineering Reports, Engineering Judgements, Performance Based Designs or Equivalencies **\$200**
- e. Revisions to previously approved plans **\$50**
- f. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- g. Consultations **\$100**
- h. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- i. Construction related inspections – all types **\$75**
- j. Expedite inspection (4-hours maximum) **\$1,000**

IV. New Tenants/Tenant Addition/Tenant Remodels – Plan Review and Inspections

- a. Floor area single level: less than 3,000 sq ft **\$100**
- b. Floor area single level: 3,000 to 12,000 sq ft **\$200**
- c. Floor area single level: greater than 12,000 sq ft **\$300**
- d. Multiple stories – fee per additional story **\$100**
- e. Review of Engineering Reports, Engineering Judgements, Performance Based Designs or Equivalencies **\$200**
- f. Revisions to previously approved plans **\$50**
- g. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- h. Consultations **\$100**
- i. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- k. Construction related inspections – all types **\$75**
- l. Expedite inspection (4-hours maximum) **\$1,000**

V. Owner's Information Change or Names Changes¹

- a. A fee will be accessed for each Certificate of Occupancy (CO)* **\$100**
- b. Re-inspection per CO **\$75**

c. Expedite plan review (per application plus the normal fee) **\$1,500**

d. Expedite inspection (4-hours maximum) **\$1,000**

***NOTE:** This fee includes one (1) related onsite inspection of each existing building
1 Kennesaw, Acworth, and Powder Springs may issue a new Certificate of Occupancy

Special Notes:

- All fees are payable online by using the link provided on the invoice. Invoices will be sent through Mobile Eyes, all fees must be paid prior to reviews or inspections.
- Fees will not be refunded when cancelling previously made appointments or inspections within 48 hours of the appointment date. A refund request can be made in writing to the Cobb County Fire Marshal and may be granted on a case-by-case basis. Related re-inspections shall be in accordance with Sec 54-53.
- Appeal request can be made by contacting the Cobb County Fire Marshal's Office in accordance with O.C.C.C 54-53 and 54-55 and may be granted in a case-by-case basis

FIRE SUPPRESSION SYSTEMS/CPA FEE SCHEDULE

VI. Sprinkler Systems – Plan Review and Inspections

New sprinkler systems

- a. New systems up to 12,000 sq ft **\$200**
- b. New systems more than 12,000 sq ft **\$300**
- c. Multiple stories – fee per additional story **\$100**

Existing sprinkler systems

- d. Number of sprinklers: 9 to 30 **\$100**
- e. Number of sprinklers: 31 to 100 **\$175**
- f. Number of sprinklers: more than 100 sprinklers **\$250**
- g. Limited work permit: 8 sprinklers or less (New risers, Fire Pumps, any alarm valve or new systems excluded) **\$20**
- h. Review of engineering reports, engineering judgements, performance-based designs or equivalencies **\$200**
- i. Revisions to previously approved plans **\$50**
- j. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- k. Consultations (New and Existing systems) **\$100**

- l. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- m. Inspection Testing & Maintenance (I.T.M) uploading annual inspection reports and inspection fixes* **\$20**
- m. Construction related inspections – all types **\$75**
- n. Expedite inspection (4-hours maximum) **\$1,000**

NOTE: CCFMO shall determine the number of reports limit per ITM upload*

VII. Commodity Assessment/Racking

- a. Commodity assessment/ racking review per permit **\$200**
- b. Revisions to previously approved commodity/racking plans **\$50**
- c. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- d. Consultations **\$100**
- e. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- f. Construction related inspections **\$75**
- g. Expedite inspection (4-hours maximum) **\$1,000**

VIII. Special Extinguishing Systems (Clean agent, dry chemical, fire pump)

- a. Per permit **\$200**
- b. Revisions to previously approved plans **\$50**
- c. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- d. Review of engineering reports, engineering judgements, performance-based designs or equivalencies **\$200**
- e. Consultations **\$100**
- f. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- g. Construction Related inspections **\$75**
- h. Expedite inspection (4-hours maximum) **\$1,000**

Special Notes:

- All fees are payable online by using the link provided on the invoice. Invoices will be sent through Mobile Eyes, all fees must be paid prior to reviews or inspections.
- Fees will not be refunded when cancelling previously made appointments or inspections within 48 hours of the appointment date. A refund request can be made in writing to the Cobb County

Fire Marshal and may be granted on a case-by-case basis. Related re-inspections shall be in accordance with Sec 54-53.

- Appeal request can be made by contacting the Cobb County Fire Marshal's Office in accordance with O.C.C.C 54-53 and 54-55 and may be granted in a case-by-case basis

ALARM AND IFC 510 FEE SCHEDULE

IX. Fire Alarm Systems – Plan Review and Inspections

New fire alarm systems

- a. New systems up to 12,000 sq ft **\$200**
- b. New systems more than 12,000 sq ft **\$300**
- c. Multiple stories – fee per additional story **\$100**

Existing fire alarm systems

- d. Number of components: 9 to 30 **\$100**
- e. Number of components: 31 to 100 **\$175**
- f. Number of components: more than 100 components **\$250**
- g. Limited work permit: 8 components or less (Not including panel replacement or new small systems) **\$20**
- h. Review of Engineering Reports, Engineering Judgements, Performance Based Designs or Equivalencies **\$200**
- i. Revisions to previously approved plans **\$50**
- j. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- k. Consultations **\$100**
- l. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- m. Inspection Testing & Maintenance (I.T.M) uploading annual inspection reports and inspection fixes* **\$20**
- n. Construction related inspections **\$75**
- o. Expedite inspection (4-hours maximum) **\$1,000**

NOTE: CCFMO shall determine the number of reports limit per ITM upload*

X. IFC 510 Emergency Responder Radio System – Plan Review and Inspections

- a. Per radio system (Active BDA/DAS fee is per amplifier) **\$250**

- b. Revisions to previously approved plans **\$50**
- c. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- d. Consultations **\$100**
- e. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- f. Construction related inspections **\$75**
- g. Expedite inspection (4-hours maximum) **\$1,000**

Special Notes:

- All fees are payable online by using the link provided on the invoice. Invoices will be sent through Mobile Eyes, all fees must be paid prior to reviews or inspections.
- Fees will not be refunded when cancelling previously made appointments or inspections within 48 hours of the appointment date. A refund request can be made in writing to the Cobb County Fire Marshal and may be granted on a case-by-case basis. Related re-inspections shall be in accordance with Sec 54-53.
- Appeal request can be made by contacting the Cobb County Fire Marshal's Office in accordance with O.C.C.C 54-53 and 54-55 and may be granted in a case-by-case basis

MISCELLANEOUS/OTHER FEES

XI. NFPA 96 Hood System – Plan Review and Inspections

- a. Per permit (can include multiple hood systems on one permit) **\$100**
- b. Revisions to previously approved plans **\$50**
- c. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- d. Consultations **\$100**
- e. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- f. Construction related inspections **\$75**
- g. Expedite inspection (4-hours maximum) **\$1,000**

XII. NFPA 33 Spray Booths – Plan Review and Inspections

- a. Per permit (multiple booths included) **\$100**
- b. Revisions to previously approved plans **\$50**
- c. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- d. Consultations **\$100**
- e. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**

- f. Construction related inspections **\$75**
- g. Expedite inspection (4-hours maximum) **\$1,000**

XIII. Mechanical only permit (HVAC) – Plan Review and Inspections*

- a. Per system **\$100**
- b. Consultations **\$100**
- c. Expedite plan review (per permit plus the normal plan review fee) **\$1,500**
- d. Construction related inspections – HVAC systems **\$75**
- e. Expedite inspection (4-hours maximum) **\$1,000**

Note: HVAC plans refer to duct smoke detection, stair pressurization, smoke management systems. Normal HVAC system review is done by the Building Departments*

XIV. Tanks – Plan Review and Inspections (Includes flammable/combustible liquid, LPG, chemical)

- a. Per site (can include multiple tanks on one site) **\$300**
- b. Revisions to previously approved plans **\$50**
- c. Re-Reviews: fee due for the third review if for the same deficiency **\$50**
- d. Consultations **\$100**
- e. Expedite plan review fee (per permit plus the normal plan review fee) **\$1,500**
- f. Construction related inspections **\$75**
- g. Expedite inspection (4-hours maximum) **\$1,000**

XV. Plan Review Other

- a. Fees for miscellaneous reviews not identified in the Fee Schedule **\$100**
- b. Consultations **\$100**
- c. Construction related inspections **\$75**
- d. Expedite plan review (per review/permit plus the normal plan review fee) **\$1,500**
- e. Expedite inspection (4-hours maximum) **\$1,000**

XVI. Permit Splits

- a. Obtaining an additional permit to a previously signed permit; additional requirements may apply **\$250**

Special Notes:

- All fees are payable online by using the link provided on the invoice. Invoices will be sent through Mobile Eyes, all fees must be paid prior to reviews or inspections.
- Fees will not be refunded when cancelling previously made appointments or inspections within 48 hours of the appointment date. A refund request can be made in writing to the Cobb County Fire Marshal and may be granted on a case-by-case basis. Related re-inspections shall be in accordance with Sec 54-53.
- Appeal request can be made by contacting the Cobb County Fire Marshal's Office in accordance with O.C.C.C 54-53 and 54-55 and may be granted in a case-by-case basis

XVII. Special Fire Services

- a. Fire Safety Officer per professional fire watch per hour **\$75**
- b. Fire standby per apparatus per hour **\$440**
- c. EMS standby per fire personnel per hour **\$75**
- d. EMS standby per rescue per hour **\$200**
- e. Lift assist **\$220**
- f. 2021 F.E.M.A schedule of equipment rate
- g. Other special rates **See below**
- h. Non-Sworn administrative/billing per hour **\$45**

Special Notes:

- A minimum of 3 hours will be assessed for all standby requests.
- EMS rescues includes non-transport-capable vehicles, and utility task vehicles.
- Lift assist assessments are calculated based on a 30-minute incident time frame. If the request for lift assistance extends beyond that time frame, the responsible party will be further assessed for each additional 30-minute time frame
- Other special fire services will be assessed on a case-by-case basis using the 2021 FEMA equipment rate and the pay rate of \$75 per fire personnel per hour
- A minimum of four (4) hours will be assessed for a fire safety officer, the rates are subject to change based on staffing levels and holidays

XVIII. Additional NEW Plan Review Fees (Sec. 54-53.1)

Construction related inspection – All Types^{1,2} **\$75**

Limited Work Permits & Uploaded I.T.M.3 Reports: all types, trades & disciplines per permit or upload. **\$20**

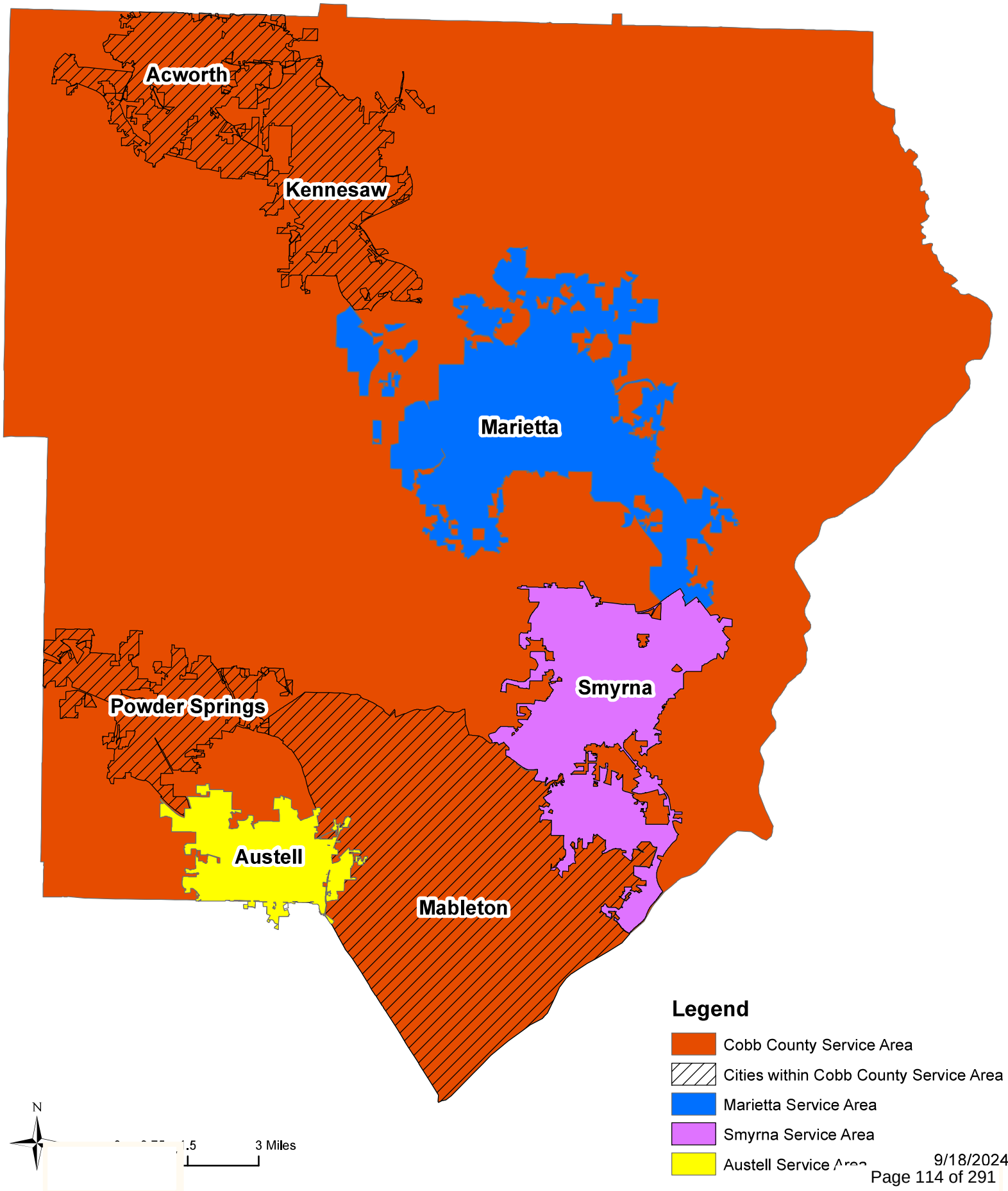
Owners Information Changes or Name Changes – per each C. of O.4 **\$100**

IFC 510 – Emergency Responder Radio Systems **\$250**

Review of Engineering Report, Engineering Judgments, Performance Based Designs or Equivalencies **\$200**

1. Canceling previously made appointments or inspections within 48 hours of the appointment date will not be refunded. A credit request can be made in writing to the Cobb County Fire Marshal and may be granted on a case-by-case basis. Related re-inspections shall be in accordance with Sec. 54-53. A \$100 deposit will be collected for plan review.
2. Any deposited fee collected in advance will get credited towards the final total plan review cost. All types of projects deemed necessary to be reviewed, re-reviews, and revisions shall pay the minimum deposit of \$100 except as listed above.
3. I.T.M. stands for Inspection Testing or Maintenance, and the Cobb County Fire Marshal shall determine the limit per upload.
4. This fee shall include one related onsite inspection of each existing building. Related re-inspections shall be in accordance with Sec. 54-53.

Fire Service Area Map



**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-31

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH COBB COUNTY FOR A FIRE
PREVENTION SERVICE DISTRICT**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS:

WHEREAS the voters of Cobb County approved a local constitutional amendment (LCA) creating a Fire Prevention District to provide fire prevention services funded by up to five mills of property tax in accordance with 1937-38 Ga. Laws, Ex. Sess. p. 20, 1952 Ga. Laws 516; 1986 Ga. Laws 4501, and Cobb Enabling Legislation § 14-21; and

WHEREAS this LCA was continued in accordance with Ga. Const. Art. XI, Sec. I, Para. IV(a), in 1952, in accordance with 1952 Ga. Laws 516, and in 1986, in accordance with 1986 Ga. Laws 4501; and

WHEREAS the services provided in the Fire Prevention District are managed by the Cobb County Board of Commissioners pursuant to 1955 Ga. Laws, p. 2597; and

WHEREAS the Fire Prevention District currently consists of Acworth, Kennesaw, Powder Springs, and unincorporated Cobb County; and

WHEREAS on December 6, 1976, Cobb County entered into, and on February 14, 1977, signed a Fire Inspection Agreement with the City of Kennesaw to clarify that complete fire prevention and safety services includes fire inspection services; and

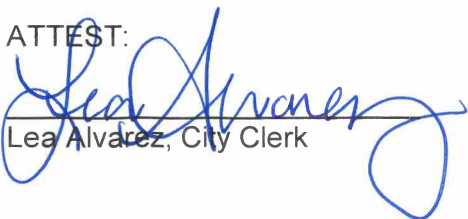
WHEREAS as part of fire prevention and safety services provided to the Fire Prevention District, the County also provides first responder emergency medical services and emergency rescue services; and

WHEREAS the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens, and the city desires to approve and authorize the Mayor to execute an intergovernmental agreement that addresses how Cobb County will provide fire prevention and related safety service within the City as well as comply with the provisions O.C.G.A. § 36-70-20 *et seq.*

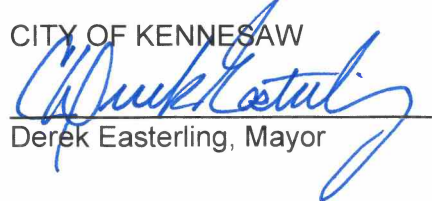
NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the Intergovernmental Agreement with Cobb County, attached as Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this 5th day of May 2025.

ATTEST:


Lea Alvarez, City Clerk

CITY OF KENNESAW


Derek Easterling, Mayor

STATE OF GEORGIA
COUNTY OF COBB

SERVICE DELIVERY STRATEGY AGREEMENT

THIS SERVICE DELIVERY STRATEGY AGREEMENT (“Agreement”), made and entered into this _____ day of August, 2024, by and between the BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA (hereinafter referred to as “County”) and the undersigned CITIES OF COBB COUNTY, GEORGIA, including Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna (hereinafter referred to as “City or “Cities”), collectively referred to as the “Parties.” The City of Mableton (“Mableton”) shall not be a party to this Agreement because Mableton has been created but is a municipality in transition and therefore is “not subject to Chapter 70 of this title, relating to planning and service delivery strategies....” O.C.G.A. § 36-31-8.

RECITALS

WHEREAS, the Cities and County have reviewed the requirements of O.C.G.A. § 36-70-20 *et seq.* for the Cities and County to develop an efficient and responsive local government service delivery system and provide for funding equity; and

WHEREAS, the Cities and the County have undertaken studies to identify all local government services presently provided or primarily funded by each and identified the source of funding for each identified service; and

WHEREAS, the Cities and County have devised this Agreement in fulfillment of the requirements of O.C.G.A. § 36-70-20 *et seq.*; and

WHEREAS, this Agreement is an intergovernmental agreement by and between the Cities and the County entered into for a period of ten years as authorized and pursuant

to the provision of the State Constitution at Ga. Const. Art. IX, Sec. III, Par. I for the provision of services, facilities and equipment; and

WHEREAS, this Agreement shall constitute the implementation of the service delivery strategy of the Cities and County.

NOW THEREFORE, be it resolved that the preamble is agreed to and incorporated herein and the Cities and County have further agreed to the following terms.

1.

Compliance with the Act

The Parties hereto enter into this Intergovernmental Agreement for the purpose of complying with the Georgia Service Delivery Act, O.C.G.A. § 36-70-20; *et seq.*

2.

Service Agreement Forms

The Service Delivery Strategy for the County and the Cities consists of this Agreement, and all Form 2: Summary of Service Delivery Arrangements (the “Service Agreements”), which are attached hereto as Exhibit A and incorporated herein, and all associated Intergovernmental Agreements (the “Associated Agreements”). This Agreement and all Service Agreements shall become effective upon the execution of this Agreement and shall remain in effect for the duration of this Agreement. The Associated Agreements shall be effective per their respective dates of adoption and shall remain in effect per their express terms.

3.

Revenues

Notwithstanding O.C.G.A. § 36-70-24 (3) (B), any future amendments to the Service Delivery Act, or the precise terms used in the Service Agreements, during the term of this Agreement, any Party shall be entitled to take advantage of all revenue sources to fund services provided by the Parties. The Parties further agree that any Party may use future SPLOST, TSPLOST, MSPLOST, or other sales tax funding source expended in accordance with then-existing Georgia Law for capital improvements associated with any service or facility under this Agreement, even if not specified in the Service Agreements, and to offset administrative costs as permitted by State law.

4.

Alternative Funding Mechanism for Supplemental City-Provided Services

As permitted in O.C.G.A. § 36-70-24(3)(B), the Parties agree, in consideration of Service Agreements, covenants, and conditions contained herein and without the need of rolling back the county-wide millage rate in each municipality and to ensure compliance with O.C.G.A. § 36-70-24(3)(A), the County will issue annual cash payments to the Cities on November 1 of each year in accordance with the following schedule which accounts for future inflation:

- i. 2024 - \$6,500,000
- ii. 2025 - \$7,000,000
- iii. 2026 - \$7,500,000
- iv. 2027 - \$8,000,000
- v. 2028 - \$8,500,000
- vi. 2029 - \$9,000,000
- vii. 2030 - \$9,500,000
- viii. 2031 - \$10,000,000
- ix. 2032 - \$10,500,000
- x. 2033 - \$11,000,000

The amounts identified above shall constitute the total amount of proceeds due to the Cities under this Agreement. The apportionment of each payment among the Cities shall be determined by the Cities' respective tax digests.

5.

Consideration

The payments provided for herein are supported by good and valuable consideration stated above and including, but not limited to:

- a. Payment by the County to the Cities entitling unincorporated residents to full access to City-owned parks and recreation programs on equal terms as City residents in the municipal jurisdiction where the park and recreation program is located. This equal term requirement shall not apply to parks operated by the City or County that are leased from the US Army Corps of Engineers. This equal term requirement shall not apply to parking lots operated by a City or the County;
- b. Payment by the County to the Cities entitling unincorporated residents to full access to any City-owned library on equal terms as City residents in the municipal jurisdiction where the library is located; and
- c. Payment by the County to the Cities entitling unincorporated residents to full access to any City-owned senior service facility (not including senior housing) on equal terms as residents in the municipal jurisdiction where the senior facility (not including senior housing) is located.

6.

Amending Agreement

This Agreement may be amended, supplemented, or otherwise modified solely by a document in writing duly executed and delivered by the County and the applicable City. No waiver, release or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly approved, executed and delivered by a duly authorized official of the County and the Cities or City.

The Service Agreements and Associated Agreements may be amended with approval of the County and one or more Cities without the consent of the remaining Cities, so long as the amendment does not affect the rights or obligations of the remaining Cities.

7.

Execution of Documents

None of the Service Agreements will be required to be individually executed in order to be in full force and effect. All such Service Agreements shall remain in effect for the duration of this Agreement. Following adoption by the County and each of the Cities of a resolution as required by O.C.G.A. § 36-70-25, the Parties shall submit the Services Agreements, along with the necessary Forms 1, 3, and 4 to the Department of Community Affairs. Adoption of this Agreement by each respective Party shall authorize the Chair of the County or the Mayor of a City to execute all necessary documents to facilitate transmission of the Cobb County Service Delivery Strategy (the “SDS”) to the Department of Community Affairs and to make any corrections or revisions to the Forms 1, 2, 3, or 4 as may be required by the Department of Community Affairs for verification of the SDS, provided that such corrections or revisions are not inconsistent with this Agreement and do not materially alter the Service Agreements after written notice of the proposed changes to the Cities.

8.

Binding Effect

This Agreement shall be binding upon the County and Cities provided that it is ratified at an open meeting by the respective governing authorities of the County and each of the Cities on or before August 14, 2024.

9.

Duration of Agreement

This Agreement shall become effective immediately upon the last Party to the Agreement approving same at a duly noticed Council or Board meeting and shall expire on October 31, 2034, unless earlier terminated as provided for herein.

10.

Termination

The County shall provide eighteen (18) months' advance written notice of its intention to unilaterally terminate this Agreement for reasons other than those identified in paragraph 11 below. If the County provides notice of its intention to terminate for reasons other than those identified in paragraph 11, the County shall pay that amount of "November 1" payments that remain under the paragraph 4 schedule that are or may thereafter become due during the eighteen (18) month notice period, plus a half (1/2) year payment based upon what would otherwise be due during the following year under the paragraph 4 schedule. For example, if the County issued notice of termination in July of 2026, the County shall pay the Cities \$7,500,000 by November 1, 2026, and \$12,250,000 by November 1, 2027 (which is \$8,000,000 plus \$4,250,000.00, one half of the scheduled payment of \$8,500,000.00 in 2028). By way of additional example, if the County issues a notice of termination in March of 2026, the County shall pay the Cities \$11,500,00 by November 1, 2026 (which is \$7,500,000 plus \$4,000,000, one half of the scheduled payment of \$8,000,000 in 2027).

The purpose of the aforementioned payments shall be to offset the cost incurred by the Cities in the operational investments and capital improvements made in reliance on this

Agreement with respect to the services and facilities contemplated in this Agreement on behalf of and in conjunction with the County. The Parties acknowledge that the payments required by this paragraph are in exchange for services, facilities, and other lawful consideration and shall not constitute a penalty or gratuity in violation of the Gratuities Clause of the Georgia State Constitution.

11.

Triggering Events

Notwithstanding any other requirement or provision herein, the County shall make the November 1, 2025 payment to the Cities, but the County shall have no obligation to make further payments under this Agreement if : (i) any entity with a statutory right to require the County to update or revise the SDS refuses to adopt an SDS consistent with the terms of paragraphs 3, 4, and 5 of this Agreement and the pre-sanction mediator declares an impasse, (ii) one or more local governments in the County are created, abolished, or consolidated, (iii) when the SDS expires, or (iv) when the Parties agree to revise this Agreement. If any of the triggers (i)-(iv) herein are satisfied, a termination of this Agreement and the existing SDS shall be deemed to have occurred. If a triggering event occurs and a future payment-based SDS is negotiated by the County and the Cities, any future annual payment by the County to the Cities will become due no earlier than November 1, 2026.

The Parties agree that House Bill 1407 (from 2023/2024) becoming operational and enforceable on January 1, 2026, shall not constitute a triggering event or otherwise require the Parties to review and revise the SDS.

12.

Joint Defense

Each City shall join in the defense of the County and each other City against any challenges to this Agreement. The County shall join in the defense of each City against any challenges to this Agreement.

13.

Notice

All notices required to be given hereby are to be given in writing addressed to the Chairman of the Board of Commissioners and the County Manager (for the County) and the Mayor and City Manager (for a City) and delivered as follows.

- A. Hand delivery with receipt signed; or
- B. Federal Express mail with return receipt requested.

14.

Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia. For the purposes of all legal proceedings arising out of or relating to this Agreement, unless otherwise provided by law, the Cities and County submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia.

15.

Entire Agreement

This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

16.

Severability

To the extent any term, provision, or portion of this Agreement is declared to be invalid, unenforceable, or nonbinding, such declaration shall not affect the remaining terms, provisions, and portions of this Agreement.

17.

Counterparts

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered
In the presence of:

Judy Solomon
Unofficial Witness

Heidi Washington
Notary Public



COBB COUNTY, GEORGIA

Date: 8/15/2024

By: [Signature]
Chairwoman

Attest: Daniel L. May (L.S.)
Clerk



(SEAL)

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
8/13/24

Signed, sealed and delivered
In the presence of:

Scarlett Shiver
Unofficial Witness

Vicki Hach
Notary Public



CITY OF ACWORTH, GEORGIA

Date: 8.12.24

By: Inaxe Delegood (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered

In the presence of:

[Signature]
Unofficial Witness

CITY OF AUSTELL, GEORGIA

Date: 8/13/2024

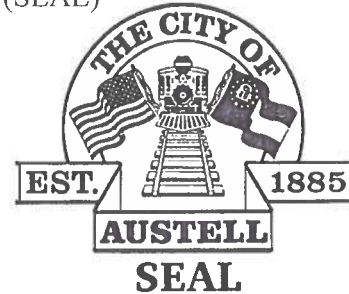
By: Ollie B. Clemens, Jr. (L.S.)
Mayor

[Signature]
Notary Public

Attest: [Signature] (L.S.)
Clerk



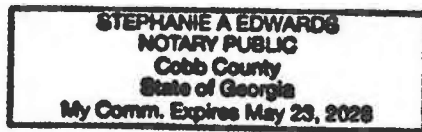
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Signed, sealed and delivered
In the presence of:

Mandy Arnold
Unofficial Witness

Stephanie A Edwards
Notary Public



CITY OF KENNESAW, GEORGIA

Date: 14 AUGUST 2024

By: CP Dink Eastling (L.S.)
Mayor

Attest: CR Bugner (L.S.)
Clerk

(SEAL)



Signed, sealed and delivered
In the presence of:

Mayno
Unofficial Witness

[Signature]
Notary Public



CITY OF MARIETTA, GEORGIA

Date: 8.14.24

By: [Signature] (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk



Signed, sealed and delivered
In the presence of:

Daniel B. Conner
Unofficial Witness

CITY OF POWDER SPRINGS, GEORGIA

Date: 10 August 14, 2024

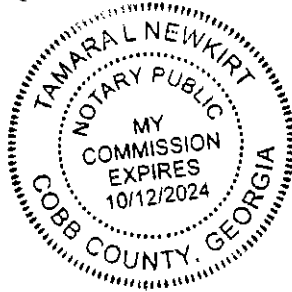
By: Albert J. ... (L.S.)
Mayor

Tamara L. Newkirt
Notary Public

Attest: Kelly ... (L.S.)
Clerk

RESO 24-119

(SEAL)

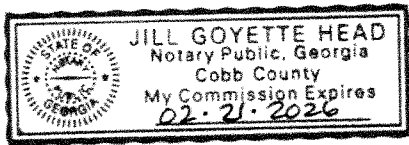


Approved as to form:
[Signature]
City Attorney

Signed, sealed and delivered
In the presence of:

Derek Nooton
Unofficial Witness

Jill Goyette Head
Notary Public



CITY OF SMYRNA, GEORGIA

Date: August 14, 2024

By: *Derek Nooton* (L.S.)
Mayor

Attest: *Heather A. Dean* (L.S.)
Clerk

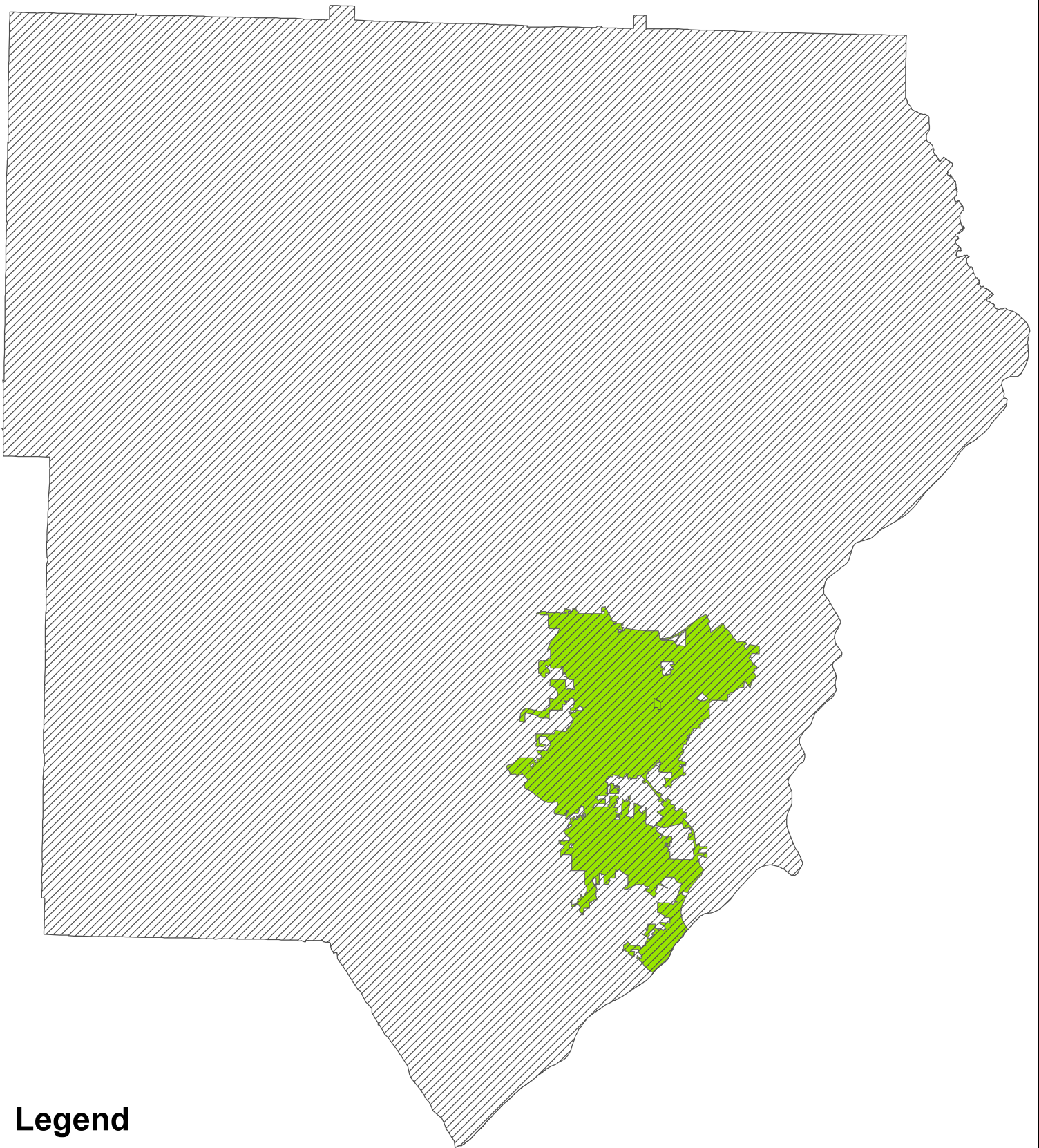
(SEAL)



EXHIBIT A

FORM 2 – SERVICE DELIVERY STRATEGY AGREEMENTS

Library Service Area Map



Legend

-  Cobb County Libraries Service Area
-  Smyrna Library Service Area

STATE OF GEORGIA
COUNTY OF COBB

SERVICE DELIVERY STRATEGY AGREEMENT

THIS SERVICE DELIVERY STRATEGY AGREEMENT (“Agreement”), made and entered into this _____ day of August, 2024, by and between the BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA (hereinafter referred to as “County”) and the undersigned CITIES OF COBB COUNTY, GEORGIA, including Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna (hereinafter referred to as “City or “Cities”), collectively referred to as the “Parties.” The City of Mableton (“Mableton”) shall not be a party to this Agreement because Mableton has been created but is a municipality in transition and therefore is “not subject to Chapter 70 of this title, relating to planning and service delivery strategies....” O.C.G.A. § 36-31-8.

RECITALS

WHEREAS, the Cities and County have reviewed the requirements of O.C.G.A. § 36-70-20 *et seq.* for the Cities and County to develop an efficient and responsive local government service delivery system and provide for funding equity; and

WHEREAS, the Cities and the County have undertaken studies to identify all local government services presently provided or primarily funded by each and identified the source of funding for each identified service; and

WHEREAS, the Cities and County have devised this Agreement in fulfillment of the requirements of O.C.G.A. § 36-70-20 *et seq.*; and

WHEREAS, this Agreement is an intergovernmental agreement by and between the Cities and the County entered into for a period of ten years as authorized and pursuant

to the provision of the State Constitution at Ga. Const. Art. IX, Sec. III, Par. I for the provision of services, facilities and equipment; and

WHEREAS, this Agreement shall constitute the implementation of the service delivery strategy of the Cities and County.

NOW THEREFORE, be it resolved that the preamble is agreed to and incorporated herein and the Cities and County have further agreed to the following terms.

1.

Compliance with the Act

The Parties hereto enter into this Intergovernmental Agreement for the purpose of complying with the Georgia Service Delivery Act, O.C.G.A. § 36-70-20; *et seq.*

2.

Service Agreement Forms

The Service Delivery Strategy for the County and the Cities consists of this Agreement, and all Form 2: Summary of Service Delivery Arrangements (the “Service Agreements”), which are attached hereto as Exhibit A and incorporated herein, and all associated Intergovernmental Agreements (the “Associated Agreements”). This Agreement and all Service Agreements shall become effective upon the execution of this Agreement and shall remain in effect for the duration of this Agreement. The Associated Agreements shall be effective per their respective dates of adoption and shall remain in effect per their express terms.

3.

Revenues

Notwithstanding O.C.G.A. § 36-70-24 (3) (B), any future amendments to the Service Delivery Act, or the precise terms used in the Service Agreements, during the term of this Agreement, any Party shall be entitled to take advantage of all revenue sources to fund services provided by the Parties. The Parties further agree that any Party may use future SPLOST, TSPLOST, MSPLOST, or other sales tax funding source expended in accordance with then-existing Georgia Law for capital improvements associated with any service or facility under this Agreement, even if not specified in the Service Agreements, and to offset administrative costs as permitted by State law.

4.

Alternative Funding Mechanism for Supplemental City-Provided Services

As permitted in O.C.G.A. § 36-70-24(3)(B), the Parties agree, in consideration of Service Agreements, covenants, and conditions contained herein and without the need of rolling back the county-wide millage rate in each municipality and to ensure compliance with O.C.G.A. § 36-70-24(3)(A), the County will issue annual cash payments to the Cities on November 1 of each year in accordance with the following schedule which accounts for future inflation:

- i. 2024 - \$6,500,000
- ii. 2025 - \$7,000,000
- iii. 2026 - \$7,500,000
- iv. 2027 - \$8,000,000
- v. 2028 - \$8,500,000
- vi. 2029 - \$9,000,000
- vii. 2030 - \$9,500,000
- viii. 2031 - \$10,000,000
- ix. 2032 - \$10,500,000
- x. 2033 - \$11,000,000

The amounts identified above shall constitute the total amount of proceeds due to the Cities under this Agreement. The apportionment of each payment among the Cities shall be determined by the Cities' respective tax digests.

5.

Consideration

The payments provided for herein are supported by good and valuable consideration stated above and including, but not limited to:

- a. Payment by the County to the Cities entitling unincorporated residents to full access to City-owned parks and recreation programs on equal terms as City residents in the municipal jurisdiction where the park and recreation program is located. This equal term requirement shall not apply to parks operated by the City or County that are leased from the US Army Corps of Engineers. This equal term requirement shall not apply to parking lots operated by a City or the County;
- b. Payment by the County to the Cities entitling unincorporated residents to full access to any City-owned library on equal terms as City residents in the municipal jurisdiction where the library is located; and
- c. Payment by the County to the Cities entitling unincorporated residents to full access to any City-owned senior service facility (not including senior housing) on equal terms as residents in the municipal jurisdiction where the senior facility (not including senior housing) is located.

6.

Amending Agreement

This Agreement may be amended, supplemented, or otherwise modified solely by a document in writing duly executed and delivered by the County and the applicable City. No waiver, release or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly approved, executed and delivered by a duly authorized official of the County and the Cities or City.

The Service Agreements and Associated Agreements may be amended with approval of the County and one or more Cities without the consent of the remaining Cities, so long as the amendment does not affect the rights or obligations of the remaining Cities.

7.

Execution of Documents

None of the Service Agreements will be required to be individually executed in order to be in full force and effect. All such Service Agreements shall remain in effect for the duration of this Agreement. Following adoption by the County and each of the Cities of a resolution as required by O.C.G.A. § 36-70-25, the Parties shall submit the Services Agreements, along with the necessary Forms 1, 3, and 4 to the Department of Community Affairs. Adoption of this Agreement by each respective Party shall authorize the Chair of the County or the Mayor of a City to execute all necessary documents to facilitate transmission of the Cobb County Service Delivery Strategy (the “SDS”) to the Department of Community Affairs and to make any corrections or revisions to the Forms 1, 2, 3, or 4 as may be required by the Department of Community Affairs for verification of the SDS, provided that such corrections or revisions are not inconsistent with this Agreement and do not materially alter the Service Agreements after written notice of the proposed changes to the Cities.

8.

Binding Effect

This Agreement shall be binding upon the County and Cities provided that it is ratified at an open meeting by the respective governing authorities of the County and each of the Cities on or before August 14, 2024.

9.

Duration of Agreement

This Agreement shall become effective immediately upon the last Party to the Agreement approving same at a duly noticed Council or Board meeting and shall expire on October 31, 2034, unless earlier terminated as provided for herein.

10.

Termination

The County shall provide eighteen (18) months' advance written notice of its intention to unilaterally terminate this Agreement for reasons other than those identified in paragraph 11 below. If the County provides notice of its intention to terminate for reasons other than those identified in paragraph 11, the County shall pay that amount of "November 1" payments that remain under the paragraph 4 schedule that are or may thereafter become due during the eighteen (18) month notice period, plus a half (1/2) year payment based upon what would otherwise be due during the following year under the paragraph 4 schedule. For example, if the County issued notice of termination in July of 2026, the County shall pay the Cities \$7,500,000 by November 1, 2026, and \$12,250,000 by November 1, 2027 (which is \$8,000,000 plus \$4,250,000.00, one half of the scheduled payment of \$8,500,000.00 in 2028). By way of additional example, if the County issues a notice of termination in March of 2026, the County shall pay the Cities \$11,500,00 by November 1, 2026 (which is \$7,500,000 plus \$4,000,000, one half of the scheduled payment of \$8,000,000 in 2027).

The purpose of the aforementioned payments shall be to offset the cost incurred by the Cities in the operational investments and capital improvements made in reliance on this

Agreement with respect to the services and facilities contemplated in this Agreement on behalf of and in conjunction with the County. The Parties acknowledge that the payments required by this paragraph are in exchange for services, facilities, and other lawful consideration and shall not constitute a penalty or gratuity in violation of the Gratuities Clause of the Georgia State Constitution.

11.

Triggering Events

Notwithstanding any other requirement or provision herein, the County shall make the November 1, 2025 payment to the Cities, but the County shall have no obligation to make further payments under this Agreement if : (i) any entity with a statutory right to require the County to update or revise the SDS refuses to adopt an SDS consistent with the terms of paragraphs 3, 4, and 5 of this Agreement and the pre-sanction mediator declares an impasse, (ii) one or more local governments in the County are created, abolished, or consolidated, (iii) when the SDS expires, or (iv) when the Parties agree to revise this Agreement. If any of the triggers (i)-(iv) herein are satisfied, a termination of this Agreement and the existing SDS shall be deemed to have occurred. If a triggering event occurs and a future payment-based SDS is negotiated by the County and the Cities, any future annual payment by the County to the Cities will become due no earlier than November 1, 2026.

The Parties agree that House Bill 1407 (from 2023/2024) becoming operational and enforceable on January 1, 2026, shall not constitute a triggering event or otherwise require the Parties to review and revise the SDS.

12.

Joint Defense

Each City shall join in the defense of the County and each other City against any challenges to this Agreement. The County shall join in the defense of each City against any challenges to this Agreement.

13.

Notice

All notices required to be given hereby are to be given in writing addressed to the Chairman of the Board of Commissioners and the County Manager (for the County) and the Mayor and City Manager (for a City) and delivered as follows.

- A. Hand delivery with receipt signed; or
- B. Federal Express mail with return receipt requested.

14.

Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia. For the purposes of all legal proceedings arising out of or relating to this Agreement, unless otherwise provided by law, the Cities and County submit to the exclusive jurisdiction of the Superior Court of Cobb County, Georgia.

15.

Entire Agreement

This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

16.

Severability

To the extent any term, provision, or portion of this Agreement is declared to be invalid, unenforceable, or nonbinding, such declaration shall not affect the remaining terms, provisions, and portions of this Agreement.

17.

Counterparts

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered
In the presence of:

Judy Solomon
Unofficial Witness

Heidi Washington
Notary Public



COBB COUNTY, GEORGIA

Date: 8/15/2024

By: [Signature]
Chairwoman

Attest: Daniel L. May (L.S.)
Clerk



(SEAL)

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
8/13/24

Signed, sealed and delivered
In the presence of:

scarlett shivay
Unofficial Witness

Vicki Hach
Notary Public



CITY OF ACWORTH, GEORGIA

Date: 8.12.24

By: Inaxe Delegood (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk

(SEAL)

Signed, sealed and delivered

In the presence of:

[Signature]
Unofficial Witness

CITY OF AUSTELL, GEORGIA

Date: 8/13/2024

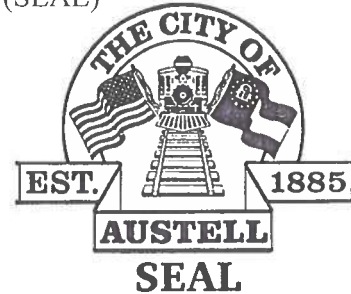
By: Ollie B. Clemens, Jr. (L.S.)
Mayor

[Signature]
Notary Public

Attest: [Signature] (L.S.)
Clerk



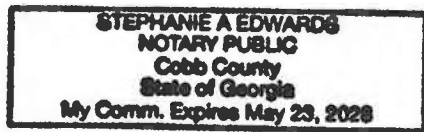
(SEAL)



Signed, sealed and delivered
In the presence of:

Mandy Arnold
Unofficial Witness

Stephanie A Edwards
Notary Public



CITY OF KENNESAW, GEORGIA

Date: 14 AUGUST 2024

By: CPaul Kostelny (L.S.)
Mayor

Attest: CBugner (L.S.)
Clerk

(SEAL)



Signed, sealed and delivered
In the presence of:

Mayno
Unofficial Witness

[Signature]
Notary Public



CITY OF MARIETTA, GEORGIA

Date: 8.14.24

By: [Signature] (L.S.)
Mayor

Attest: [Signature] (L.S.)
Clerk



Signed, sealed and delivered
In the presence of:

Daniel B. Conner
Unofficial Witness

CITY OF POWDER SPRINGS, GEORGIA

Date: 10 August 14, 2024

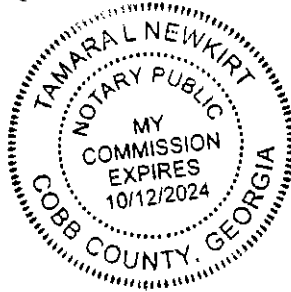
By: Albert J. ... (L.S.)
Mayor

Tamara L. Newkirt
Notary Public

Attest: Kelly ... (L.S.)
Clerk

RESO 24-119

(SEAL)

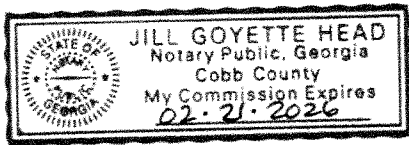


Approved as to form:
[Signature]
City Attorney

Signed, sealed and delivered
In the presence of:

Derek Nooton
Unofficial Witness

Jill Goyette Head
Notary Public



CITY OF SMYRNA, GEORGIA

Date: August 14, 2024

By: *Derek Nooton* (L.S.)
Mayor

Attest: *Heather A. Dean* (L.S.)
Clerk

(SEAL)

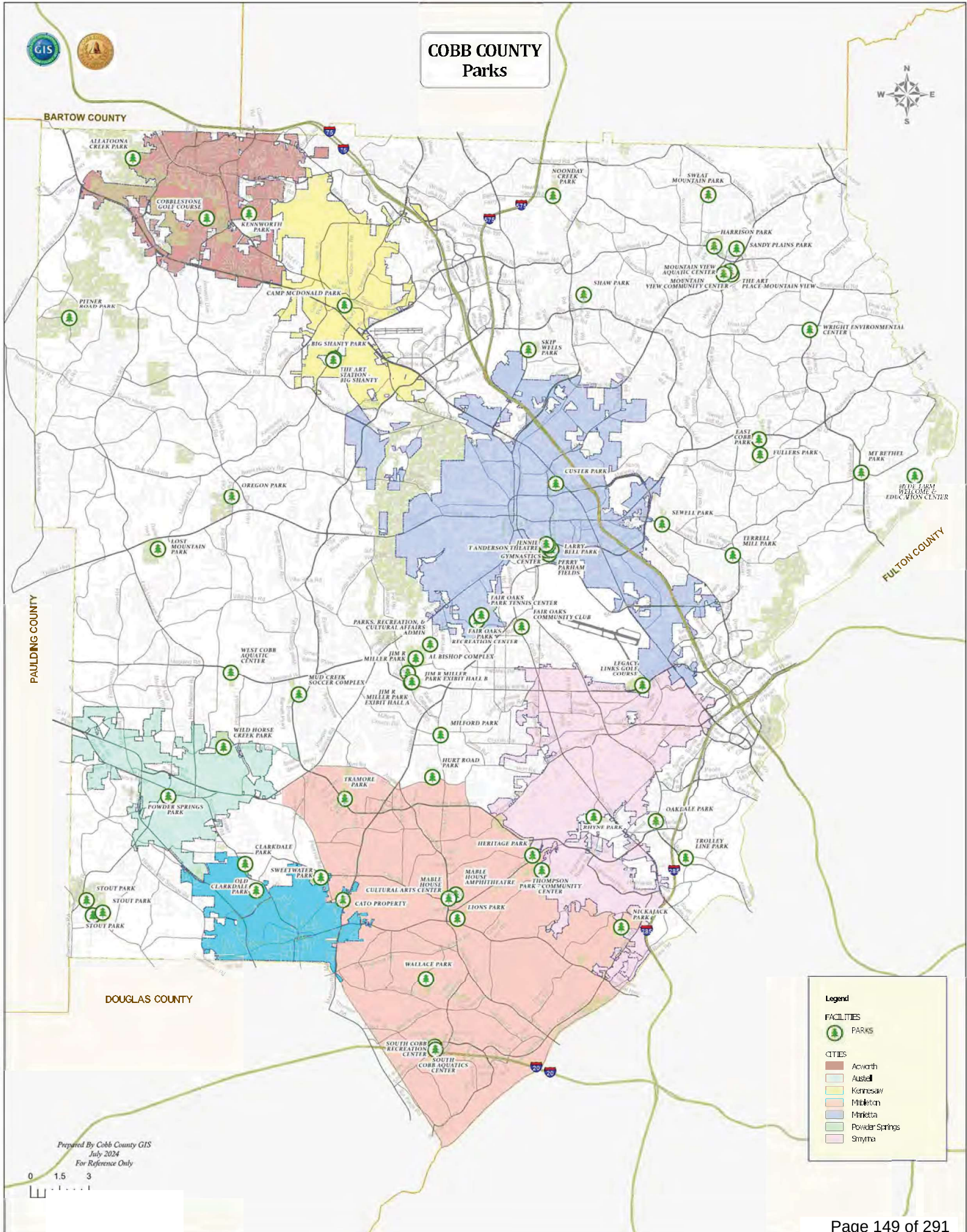


EXHIBIT A

FORM 2 – SERVICE DELIVERY STRATEGY AGREEMENTS

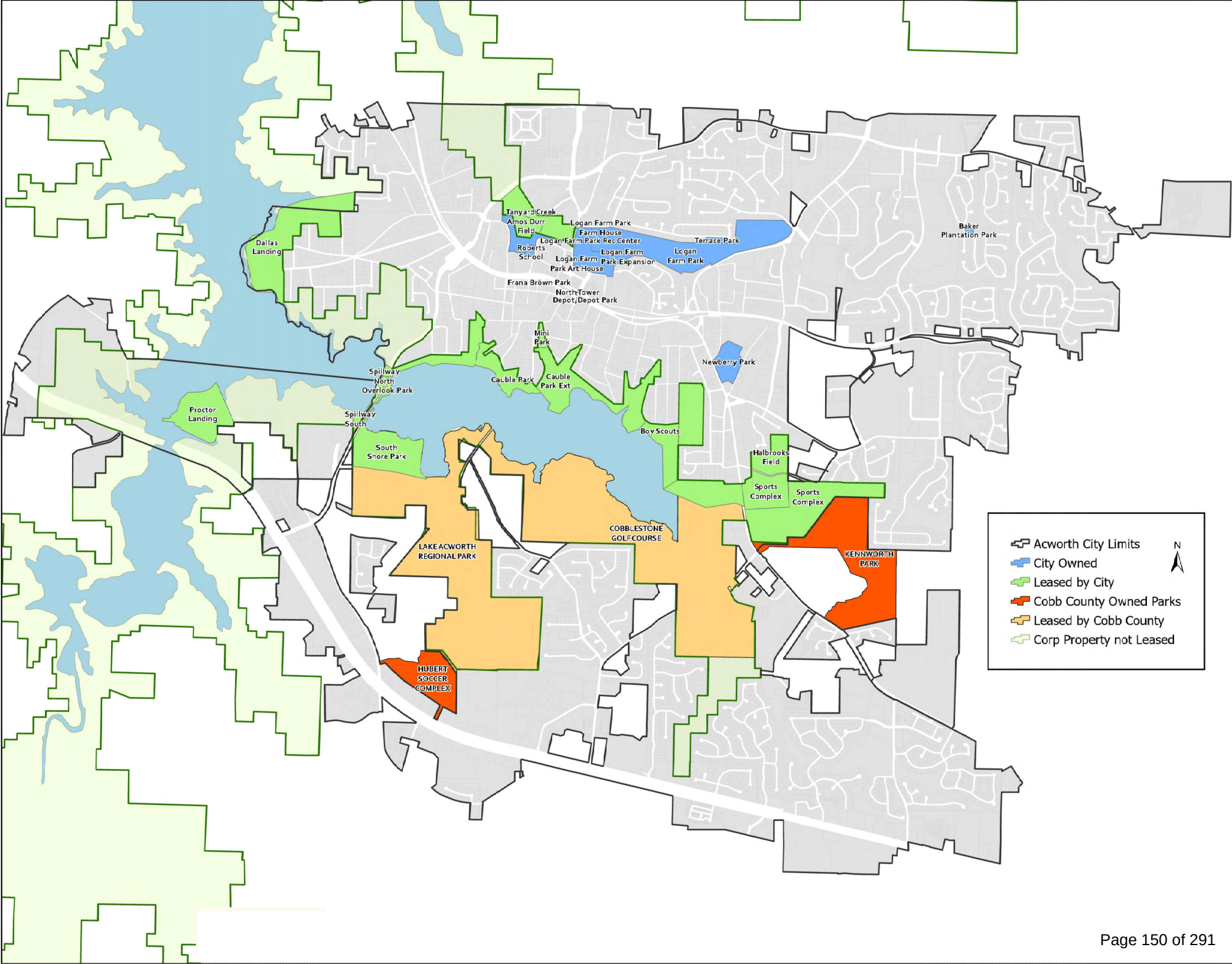


COBB COUNTY Parks

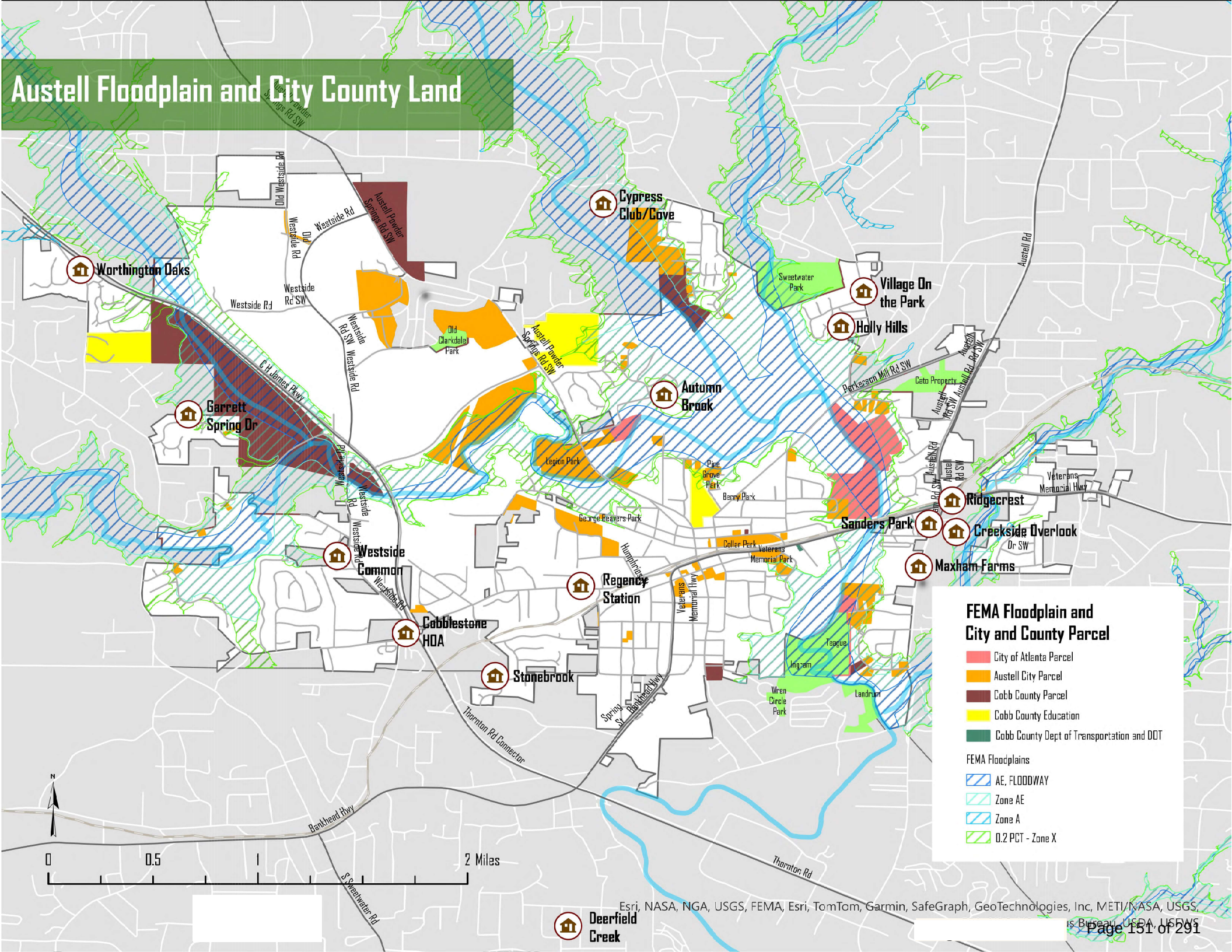


Prepared By Cobb County GIS
July 2024
For Reference Only



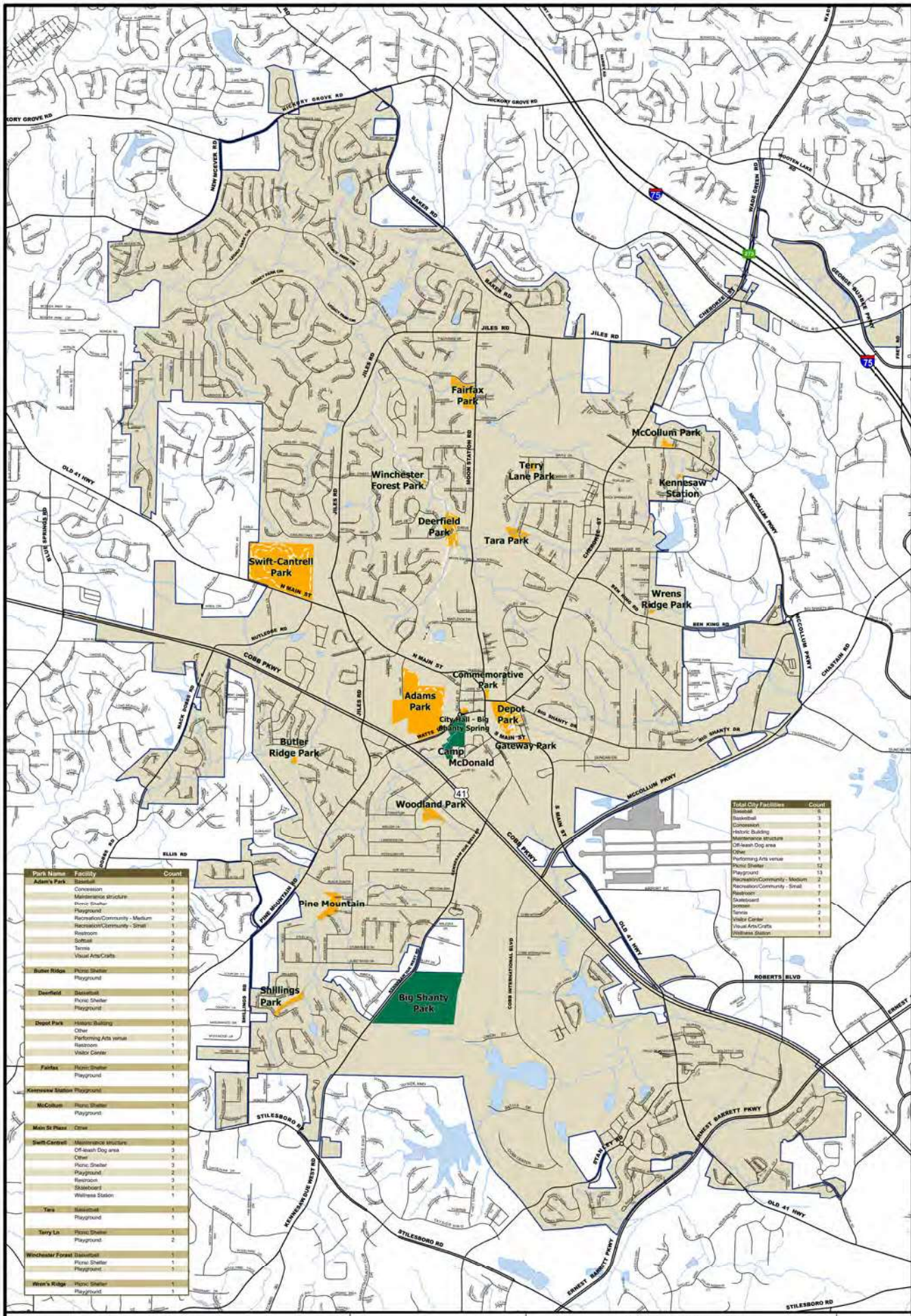


Austell Floodplain and City County Land



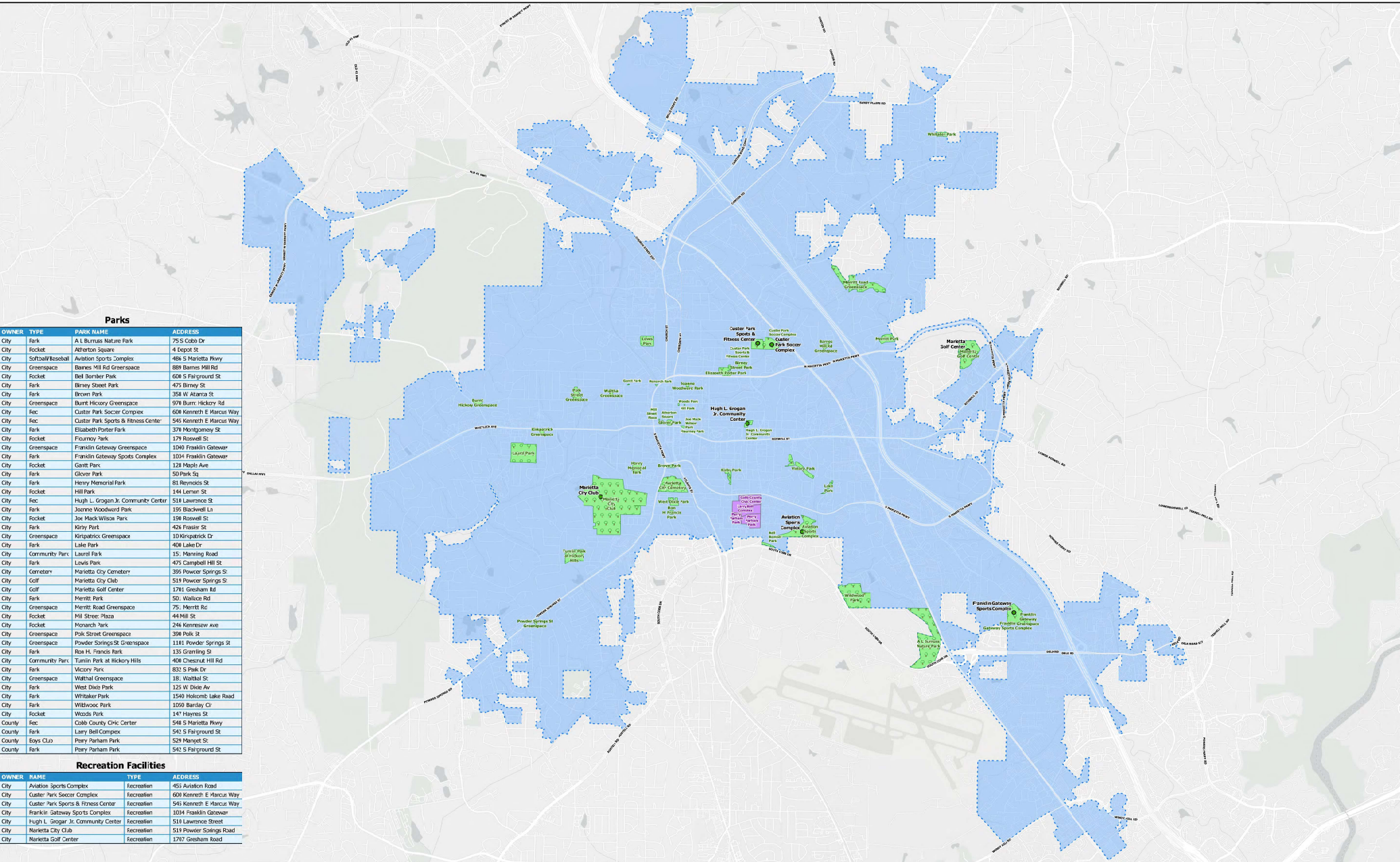
0 0.5 1 2 Miles





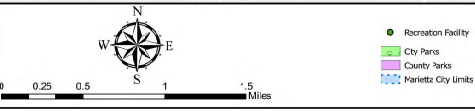
Park Name	Facility	Count
Aden's Park	Baseball	1
	Concession	1
	Maintenance structure	1
	Phone Shelter	1
	Playground	1
	Recreation/Community - Medium	2
	Recreation/Community - Small	1
	Restroom	1
	Soccer	1
	Tennis	2
	Visual Arts/Crafts	1
Butler Ridge Park	Phone Shelter	1
	Playground	1
Deerfield	Baseball	1
	Phone Shelter	1
Depot Park	Phone Shelter	1
	Playground	1
Fairfax	Historic Building	1
	Other	1
	Performing Arts venue	1
	Restroom	1
	Visual Center	1
Kennesaw Station	Phone Shelter	1
	Playground	1
McCormick	Phone Shelter	1
	Playground	1
Main St Plaza	Concession	1
	Playground	1
Swift-Cantrell	Maintenance structure	3
	Off-leash Dog area	3
	Other	3
	Phone Shelter	2
	Playground	2
	Restroom	3
	Skateboard	1
	Tennis	1
	Visual Arts/Crafts	1
	Wellness Station	1
Tara	Baseball	1
	Playground	1
Terry Ln	Phone Shelter	1
	Playground	2
Winchester Forest	Baseball	1
	Phone Shelter	1
Wren's Ridge	Phone Shelter	1
	Playground	1

Total City Facilities	Count
Baseball	3
Concession	3
Historic Building	1
Maintenance structure	7
Off-leash Dog area	3
Other	12
Performing Arts venue	1
Phone Shelter	12
Playground	13
Recreation/Community - Medium	2
Recreation/Community - Small	1
Restroom	7
Skateboard	1
Tennis	2
Visual Center	1
Visual Arts/Crafts	1
Wellness Station	1



Parks			
OWNER	TYPE	PARK NAME	ADDRESS
City	Park	A.L. Barnes Nature Park	75 S Cobb Dr
City	Focket	Atherton Square	4 Depot St
City	Softball/Baseball	Aviation Sports Complex	486 S Marietta Hwy
City	Greenspace	Barnes Mill Rd Greenspace	889 Barnes Mill Rd
City	Focket	Bel Bomber Park	606 S Fairground St
City	Park	Binney Street Park	475 Binney St
City	Park	Brown Park	354 W Atlanta St
City	Greenspace	Burnt Hickory Greenspace	978 Burn Hickory Rd
City	Fec	Custer Park Soccer Complex	608 Kenneth E Marcus Way
City	Fec	Custer Park Sports & Fitness Center	545 Kenneth E Marcus Way
City	Focket	Elisabeth Porter Park	374 Montgomery St
City	Focket	Flournoy Park	179 Roswell St
City	Greenspace	Franklin Gateway Greenspace	1040 Franklin Gateway
City	Park	Franklin Gateway Sports Complex	1034 Franklin Gateway
City	Focket	Gantt Park	124 Maple Ave
City	Park	Glover Park	50 Park Sq
City	Park	Henry Memorial Park	81 Reynolds St
City	Focket	Hill Park	144 Lerner St
City	Fec	Hugh L. Grogan Jr. Community Center	518 Lawrence St
City	Park	Joanne Woodward Park	195 Blackwell Ln
City	Focket	Joe Mack Wilson Park	198 Roswell St
City	Park	Kirby Park	424 Fraser St
City	Greenspace	Kingswood Greenspace	10 Kingswood Dr
City	Greenspace	Lake Park	408 Lake Dr
City	Community Park	Laurel Park	15 Manning Road
City	Park	Lewis Park	475 Campbell Hill St
City	Cemetery	Marietta City Cemetery	395 Powder Springs St
City	Golf	Marietta City Club	519 Powder Springs St
City	Golf	Marietta Golf Center	1787 Gresham Rd
City	Park	Merritt Park	50 Wallace Rd
City	Greenspace	Merritt Road Greenspace	75 Merritt Rd
City	Focket	Mill Street Plaza	44 Mill St
City	Focket	Monarch Park	246 Kennessow Ave
City	Greenspace	Pink Street Greenspace	398 Park St
City	Greenspace	Powder Springs St Greenspace	1181 Powder Springs St
City	Park	Ros H. Francis Park	135 Gresham St
City	Community Park	Tamlin Park at Hickory Hills	408 Chesnut Hill Rd
City	Park	Victory Park	831 S Park Dr
City	Greenspace	Walnut Greenspace	18 Walnut St
City	Park	West Oaks Park	125 W Dixie Av
City	Park	Whitaker Park	1540 Holcomb Lake Road
City	Park	Wildwood Park	1090 Bantley Cr
City	Focket	Woods Park	147 Hayes St
County	Fec	Cobb County Civic Center	545 S Marietta Hwy
County	Park	Larry Bell Complex	545 S Fairground St
County	Days Cup	Perry Panham Park	524 Marietta St
County	Park	Perry Panham Park	545 S Fairground St

Recreation Facilities			
OWNER	NAME	TYPE	ADDRESS
City	Aviation Sports Complex	Recreation	455 Aviation Road
City	Custer Park Soccer Complex	Recreation	608 Kenneth E Marcus Way
City	Custer Park Sports & Fitness Center	Recreation	545 Kenneth E Marcus Way
City	Franklin Gateway Sports Complex	Recreation	1034 Franklin Gateway
City	Hugh L. Grogan Jr. Community Center	Recreation	518 Lawrence Street
City	Marietta City Club	Recreation	519 Powder Springs Road
City	Marietta Golf Center	Recreation	1787 Gresham Road

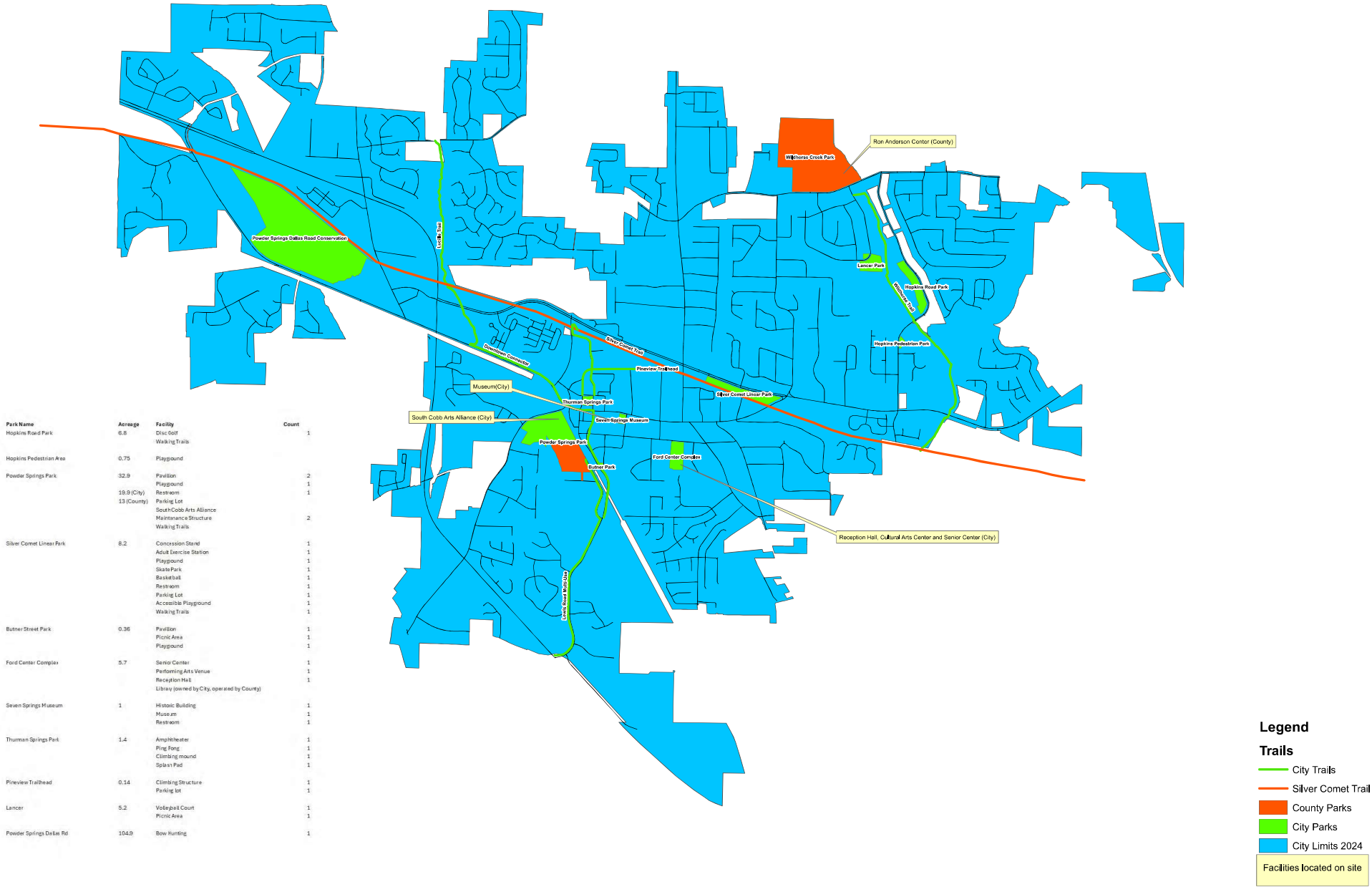


City and County Parks and Recreation Facilities

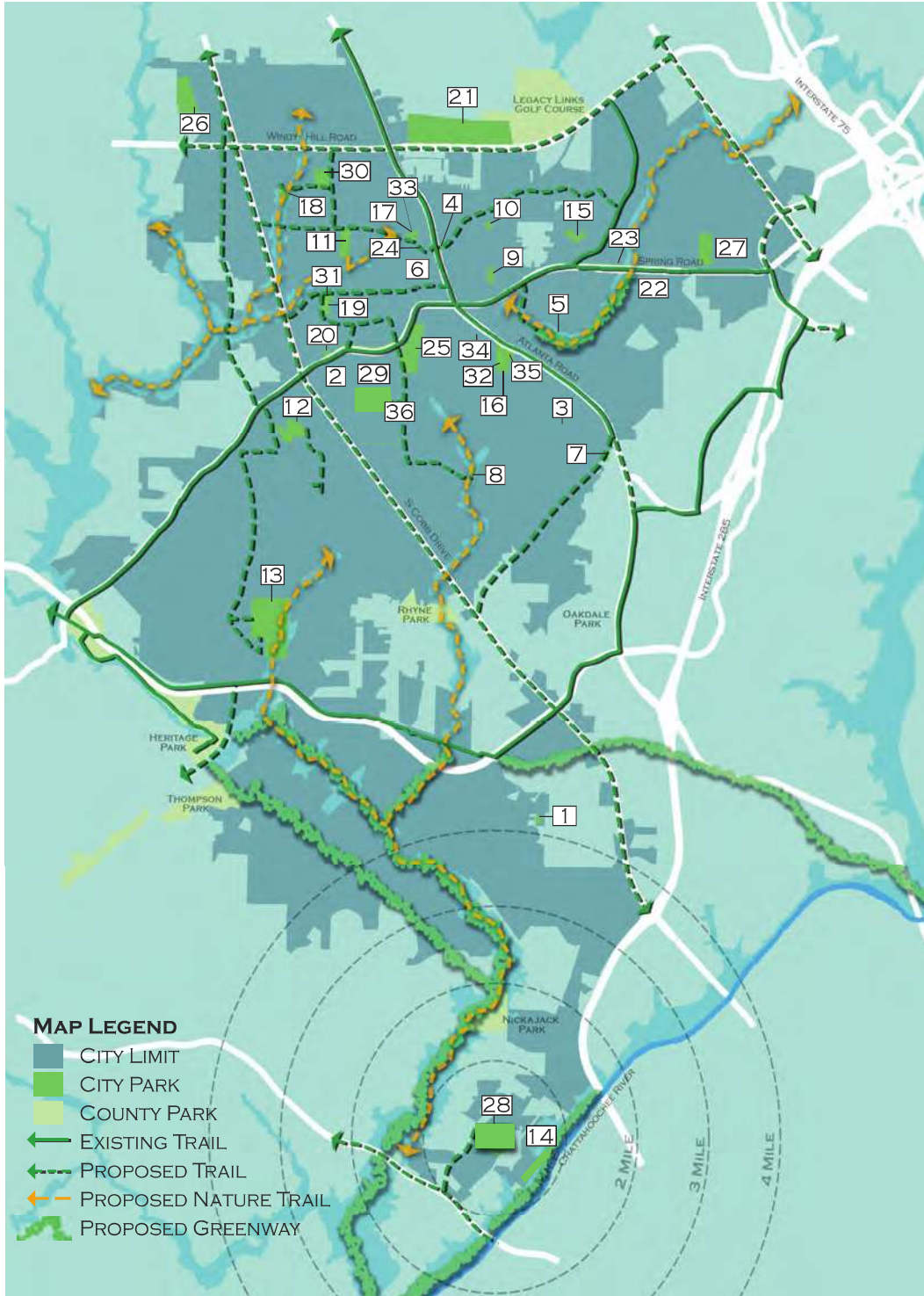




City of Powder Springs Parks



SMYRNA PARK SYSTEM MAP



MINI PARKS

1. ARGO ROAD PARK
2. ASKEW PARK
3. CREATWOOD PARK
4. G. B. WILLIAMS PARK
5. HIGHLAND DRIVE PARK
6. LIBERTY PARK
7. RIDGE FOREST PARK
8. TWIN OAKS PARK

NEIGHBORHOOD PARKS

9. DURHAM PARK
10. WHITFIELD PARK

COMMUNITY PARKS

11. COBB PARK & KIDSCAPE VILLAGE
12. LAKE COURT PARK
13. NORTH COOPER LAKE PARK
14. RIVERVIEW PARK
15. ROSE GARDEN PARK
16. TAYLOR-BRAWNER PARK

SPECIAL USE PARKS

17. ARBORETUM & POND
18. BURGER DOG PARK
19. CHURCH STREET PARK
20. CONCORD ROAD LINEAR PARK
21. FOX CREEK GOLF COURSE
22. POPLAR CREEK TRAIL
23. SPRING ROAD LINEAR PARK
24. 20TH CENTURY VETERANS MEMORIAL PARK

SPORTS VENUES

25. BRINKLEY PARK
26. CHUCK CAMP PARK
27. JONQUIL PARK
28. RIVER LINE PARK
29. TOLLESON PARK AND POOL
30. WARD PARK (LATTANZI FIELD)

INDOOR RECREATION FACILITIES

31. ALINE WOLFE ADULT RECREATION CENTER
32. BRAWNER HALL
33. COMMUNITY CENTER
34. REED HOUSE
35. TAYLOR-BRAWNER HOUSE
36. TOLLESON DAY ROOM



COBB COUNTY WATER SYSTEM

Customer Services Facility
660 South Cobb Drive
Marietta, Georgia 30060-3105
(770) 423-1000
www.cobbwater.org

Robert L. Brice
Director
Business Services
Customer Services
Engineering & Records
Solid Waste
Stormwater Management
System Maintenance
Water Protection

AGENDA ITEM NO. 2

TO: David Hankerson
County Manager

FROM: Robert L. Brice *RLB*
Director

DATE: October 12, 2004

PURPOSE

To authorize purchase of the water distribution and wastewater collection systems currently owned and operated by the City of Kennesaw, creation of six new positions, and purchase of equipment required to support these positions.

BACKGROUND

The City of Kennesaw currently owns and operates a water distribution system and a wastewater collection system which serve about one half of the City's residents. The remainder are served directly by Cobb County. Water for Kennesaw's customers is purchased from the Cobb County-Marietta Water Authority and wastewater is treated by Cobb County on a wholesale basis. The City and County have, for some time, discussed the possibility of a unification of the City and County systems as a means to provide more effective service to all customers and reduce costs by eliminating certain redundancies associated with the management and operation of two separate systems. An Agreement (attached under separate cover) has been developed which would achieve these objectives through the sale of Kennesaw's infrastructure and service obligations to Cobb County for \$12 million. The proposed arrangement is similar to that through which the County purchased the City of Acworth's water and sewer systems in 1987.

In addition to this initial outlay, other expenses will be incurred to ensure the continued functionality of the systems. Two additional crews (3 persons each) will be required to respond to operation and maintenance needs on a 24/7 basis, each consisting of a Crew Chief, an Equipment Operator II, and a Utility Worker I or II. Equipment needed for the crews is valued at approximately \$360,000.00. An evaluation of the system, in conjunction with information to be provided by Kennesaw, will be required to identify work needed to make it consistent with Cobb County requirements and standards. Cobb County is also committed to the employment of thirteen existing City of Kennesaw water and sewer employees in the above

listed positions or other Cobb Water System vacant positions. The result is a net increase to the Water System personnel contingent of six positions.

Associated construction contracts will be brought before the Board of Commissioners for approval prior to initiation.

Overall, Cobb County will integrate the City systems into Cobb Water and ensure the same high quality service currently provided to existing Cobb County customers. Closure of this purchase agreement will be closely coordinated with City personnel so that Kennesaw customers experience a smooth transition in service providers.

FUNDING

Funding is required for the Water System's Kennesaw Water Distribution / Wastewater Collection System Purchase FY05 Adopted Budget with the following increase in Retained Earnings – Designated Appropriation and subsequent interfund transfer.

Fund 500

INCREASE REVENUE APPROPRIATIONS:

Retained Earnings –

Designated Appropriations	500-500-5100-4992	\$ 12,571,330.08
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INCREASE EXPENDITURE APPROPRIATIONS:

Interfund Transfers	500-500-5100-6594	\$ 12,000,000.00
Personal Services	500-500-5400-TBD	211,330.08
Communications Equipment	500-500-5400-8410	5,000.00
Construction Equipment	500-500-5400-8415	120,000.00
Vehicles	500-500-5400-8605	192,000.00
Trailers	500-500-5400-8615	<u>43,000.00</u>

Total		12,571,330.08
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FUND 510

INCREASE REVENUE APPROPRIATIONS:

Interfund Transfers	510-500-5750-4960 A5750	\$ 12,000,000.00
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INCREASE EXPENDITURE APPROPRIATIONS:

Kennesaw Water Distribution / Wastewater Collection System Purchase

Water / Sewer System Purchase	510-500-5750-8255 A5750	\$ 12,000,000.00
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Agenda Item No. _____
October 12, 2004
Page 3

RECOMMENDATION

The Board of Commissioners authorize purchase of the water distribution and wastewater collection systems currently owned and operated by the City of Kennesaw for \$12,000,000.00, creation of six new positions, and purchase of equipment required to support these positions, as presented in the acquisition attachment; authorize the corresponding budget transfers; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

Map.
Agreement under Separate Cover.
Acquisition List for Personnel and Equipment.

MEETING DATE 10-12-04
TAB NO. 4 ITEM NO. 2
Attachment -
Water System

CONTRACT FOR SALE AND PURCHASE

This Agreement is made this ____ day of _____, 2004, by and between the CITY OF KENNESAW, GEORGIA a municipal corporation of the State of Georgia, (hereinafter "City") as Seller, and COBB COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter "County") as Purchaser for the purpose of setting forth the terms and conditions for the sale of the City of Kennesaw water and sewer system and related facilities.

NOW THEREFORE, in consideration of the purchase price stated herein, the mutual covenants granted, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. THE PROPERTY

City agrees to sell and County agrees to purchase City's water and sewer operation, City's water distribution system, and City's sewage collection system, all of which consist of the following (hereinafter "Property"):

- A. All water distribution lines, meters, valves, fire hydrants, and individual services, in place owned by City;
- B. All sewage collection lines, pump stations, manholes, and services, in place, owned by City;
- C. All rights of City to provide water and sewage services from and after date of closing;
- D. All customer accounts of City for supplying water and sewage services, from and after date of closing, except as otherwise set forth in this Agreement, including the appropriate documentation and records to accompany said accounts;
- E. All Water and/or sewer easements in, over, through, and under City's rights-of-way and other property owned by City where City's water and/or sewage facilities

are presently located or could be located and City shall provide easements in favor of County;

- F. All of City's easements (including prescriptive easements) in, over, under, and through private properties, granted to City exclusively for either or both water and sewer purposes, provided City has the legal right to grant such rights under such easements or pursuant to applicable law; where such easements have not been granted to City exclusively for either or both water and sewer purposes, the right to County to use such easements for water and/or sewer purposes, provided City has the right to grant to County such rights granted to City under such easements or pursuant to applicable law.
- G. All of City's right to use all other lands and properties not specifically described herein for water and/or sewage purposes being utilized for either or both such purposes by City at closing, provided City has the right to convey such rights or they are conveyed by quitclaim deed, and provided further, only such rights of City in and to the specific area in such all other lands and properties where water and/or sewer facilities are located in use at closing shall be conveyed;
- H. The City hereby reserves the right to utilize its rights of way associated with the water and sewer facilities for such other purposes including, but not limited to, storm water transport, and for other franchise operations as the City may authorize from time to time.

2. PURCHASE PRICE

The purchase price shall be 12 Million Dollars (\$12,000,000), which shall be paid in cash at closing.

3. CLOSING

Closing shall occur on _____, 2004, at _____.m. at the law offices of Donald Mize, 315 Washington Avenue, Marietta, Georgia 30060.

4. ACCOUNTS RECEIVABLE

A. Retention of Receivables by City All of City's accounts receivable which were incurred or accrued in connection with the operation of water and sewage service prior to the date of closing, whether received before, on, or after the date of closing, shall remain the property of City. At the closing, City shall prepare a list of its outstanding receivables as of midnight on the date prior to the closing, specifying the name of each account and the amount due to City.

B. Receivables Collection City may, in its sole discretion, exercise any and all efforts to collect City's delinquent accounts receivable, including resort to legal action. All such efforts by the City shall be at its sole cost and expense.

C. County Lack of Responsibility County shall have no obligation or rights with respect to any such accounts receivable, nor shall County be required to take any legal proceeding or action to effect collection on behalf of City.

D. County Receivables All accounts receivable accruing for water and/or sewer services sold by City after the time of closing shall be the property of County.

5. TRANSFER

As of the date of closing, City shall cause the Cobb County Marietta Water Authority to read its meters measuring city water purchases, discontinue water service to City, and begin service to County. City shall be responsible for payment of such water charges through the time of such meter reading, and County shall be responsible for payment for such water charges subsequent to such meter reading.

Before or on the day of closing, City shall furnish to County a list of its water and/or sewer customers including their numbers and addresses, meter readings, delinquent customers and their accounts, and all other records related to the Property. Notwithstanding the actual conveyance of these assets at closing, the City agrees to furnish to County, prior to and after the Closing Date, such information from its records as may be necessary for County to develop a

customer service and Geographical Information Systems (GIS) data base that will enable County to immediately assume customer service and billing functions at the time of closing. City shall be responsible within two weeks prior to closing for taking whatever steps may be permitted by Georgia law to compel the collection of any unpaid and delinquent accounts. Subject to Georgia law, County shall not be obligated to furnish or supply water or sewer services to City's delinquent customers until notified in writing by City that the particular customer has brought current its delinquent account or accounts with City. City shall provide such notice to County immediately upon a delinquent account being satisfied.

After closing, it shall be the sole responsibility of County to read the meters of those customers who were served by the City's water and sewer system. Before or on the day of closing, the City shall provide to County sufficient documents and records which indicate the last meter reading for each customer. County shall document the meter readings after closing and on an interval consistent with County's overall billing system shall bill all customers for water and sewer under one bill. County shall notify City customers of County billing practices and other policies at time of billing, and provide customer service information.

6. DEPOSITS

At closing, City shall transfer all water and/or sewer deposits which have been made by any of its customers to County with a complete listing of each customer and their corresponding deposit. County shall assume all responsibility for accounting for and return of any such deposits. If and when any such customer becomes entitled to a return of its deposit, such return or refund of deposit shall be made by County, and City shall have no responsibility or liability therefore so long as City has made no error with regard to deposits and its turn over to County. To the extent allowed by law, County shall indemnify and hold harmless City from any loss, damage, cost or attorneys fees as a result of any claim which any such customer may have or make regarding any deposit to City for water and/or sewage services made before the date of closing. City shall refer all claims and demands for such refunds to County.

7. CONTINUATION OF EMPLOYMENT AND BENEFITS

County shall hire the full time water and/or sewer employees who are employed by City at the time of closing. The names of those employees currently employed on a full-time basis are attached hereto as Exhibit B and specifically made a part hereof. Employees may be deleted from this Exhibit B at the time of Closing, but no employee may be added. County shall offer employment to said employees on a full time basis for a minimum of five years subject to such employee's satisfactory job performance. Employees shall be eligible for Civil Service status after successful completion of a 12-month working test period. In hiring such employees, County shall meet or exceed each employee's salary paid by City at time of closing.

County shall amend its Retirement Plan to provide that present and former employees of the City's water and/or sewer system who have already vested with the City's retirement plan and who become employees of County will become a participant of County's Retirement Plan. Service for purpose of this plan will be counted from the original date of hire with the City provided the employee worked at least 30 hours per week. Credited service will be counted from (transfer date) _____, 2004. Employees who have not vested under the City's retirement plan will receive Credited service from the original employment date with City, contingent upon the City's ability to purchase such back service into the County's retirement plan. The actuarial cost for this benefit is to be determined by the County's plan actuary. The County shall allow such employees to enroll and be eligible for all current County health, medical, dental and other elective cafeteria benefit plans subject to the same enrollment regulations governing other County employees. Employees will accrue leave based on the County's leave policy(s) and will be credited for all service with City and County. County will not accept, however, any transfer of leave balances from such employees unless the liability to County is covered by City.

8. TITLE & POSSESSION

As of closing, County shall have exclusive title to and possession of all water and sewer lines and associated appurtenances as set forth in Exhibit "A" as described in Sub-sections 1A, 1B, 1C and 1D and those rights as to Property as described in Sub-sections 1E, 1F and 1G. At

closing, the Property hereby purchased shall be transferred to County free and clear of all liens and encumbrances, except those items of Property specifically delineated in Section 1 hereof which will not or cannot be sold or sold free and clear. County shall take possession of Property as of closing, and shall take title to the physical properties described in Section 1 hereof, as to which it is acquiring title, as of closing. City warrants that facilities being sold are operational, that it is not aware that there is currently any situation where water or untreated wastewater is being improperly discharged from the system, and to the best of its information and belief City is in full compliance with Georgia State Law, Georgia's Environmental Protection Division rules and regulations, the United States Environmental Protection Agency rules and regulations and any related to state or federal rules and regulations that regulate the ownership, operating and maintenance of a water/sewer system and related facilities. County shall have the right to inspect the condition of the Property as it deems reasonably necessary for a period not to exceed 30 days beginning from the date this agreement is signed by all parties. After this 30 day period, City shall maintain the condition of the Property in its current condition, ordinary wear and tear excepted, through the date of closing. Following County's inspection period, should County, in its sole discretion, elect to proceed with the purchase, it is understood and agreed that the Property conveyed by this Agreement is sold "As Is" at the time of closing. Should County elect not to consummate the closing, it shall so notify City.

At closing, City shall convey to County by execution and delivery of a Bill of Sale to include a list of the following:

- A. All water distribution lines, meters, valves, fire hydrants, taps, and individual services, in place owned and/or operated or controlled by City;
- B. All sewage collection lines, pump stations, manholes, and services, in place, owned by City;
- C. All rights of City to provide water and sewage services from and after date of closing;

D. All records, including customer accounts of City for supplying water and sewage services, from and after date of closing, subject to the provisions of Sections 4 and 5 of this Agreement including the appropriate documentation and records to accompany said accounts.

City shall also deliver to County at closing such documents as may be reasonably required by County, including by deed, evidencing City's conveyance to County of:

E. All Water and/or sewer easements in, over, through, and under City's rights-of-way and other property owned by City where City's water and/or sewer facilities are presently located;

F. All of City's easements in, over, under, and through private properties, granted to City exclusively for either or both water and sewer purposes, provided City has the legal right to grant such rights, under such easements or by applicable law; where such easements have not been granted to City exclusively for either or both water and sewer purposes, the right to County to use such easements for water and/or sewer purposes, provided City has the right to grant to County such rights granted to City under such easements or by applicable law.

G. All of City's rights to use all other lands and properties not specifically described herein, for water and/or sewage purposes, being utilized for either or both such purposes by City at closing, provided City has the right to convey such rights or they are conveyed by quitclaim deed, and provided further, only such rights of City in and to the specific area in such all other lands and properties where water and/or sewer facilities are located and in use at closing shall be conveyed;

Notwithstanding the conveyance of these assets at closing, City agrees to furnish County, prior to and after closing, with such information from its records as may be necessary for County to develop a customer service and Geographical Information Systems (GIS) data base that will enable County to immediately assume customer service and billing functions.

10. SCOPE OF CONVEYANCE

Provided this Agreement is consummated at closing, City shall and does grant and delegate to County exclusively all of its right and power under the Constitution, its Charter, and laws of the State of Georgia or power derived from any other source, to provide water distribution, and sewage collection, disposal and treatment services within the corporate limits of City as they now or may hereafter exist for a period not to exceed fifty (50) years.

From and after the date of said closing, City shall not operate any water distribution or sewer collection, disposal or treatment facility of any kind or provide any type of water distribution or sewerage collection, disposal or treatment services of any kind to any customer or entity or in any way compete with County in the provision of water or sewerage collection, disposal or treatment services. City will not interfere in any way with County's operation of its water and sewerage collection, disposal and treatment services, systems or facilities, within City limits as they presently or may hereafter exist, and will take reasonable measures to facilitate County's provision of such services.

11. ACCOUNTS PAYABLE

City shall be solely responsible for all accounts payable and all indebtedness of any kind related to the Property being sold as of the date of closing, all of which shall be paid in full as of the date of closing or adequate provisions acceptable to County made therefore. City shall indemnify and hold harmless County from and against any and all loss and expense including attorneys fees County may incur as a result of City's failure to pay such accounts payable and indebtedness. Prior to closing, City shall pay off any existing bonded indebtedness currently in the name of the City of Kennesaw related to the Property. Similarly, County shall be responsible for any bonded indebtedness in the name of Cobb County related to the Property.

12. EASEMENTS

City agrees that it shall convey to County, at County's request after closing and during the term of this Agreement, additional easements in, over, through and under its rights-of-way and other properties owned by City as may be necessary to County for maintenance, repair,

replacement, or expansion of its water and sewage system, at no cost to County provided: (a) the easement or easements required do not substantially damage or destroy the economic value of the property in which the easement or easements are sought; (b) the easement or easements sought do not substantially interfere with City's present use of the rights-of-way or other property in which such easements or easements are sought; and (c) the rights-of-way or other property in which the easement or easements are sought can physically accommodate County's proposed use.

County, in the use of any said easements described above and in Section 1 hereof, shall comply with all City Ordinances now or hereinafter in force, provided they are no more restrictive to County than to non-franchised utilities and contractors relating to installation, maintenance or replacement of existing or additional lines, appurtenances or equipment in City rights-of-way and City owned property, and shall repair through its own departments or independent contractors in accordance therewith any damages which County may cause to City's rights-of-way and other properties.

City hereby grants, insofar as it can legally do so, its permission to County to condemn after closing, any private property within the city limits of Kennesaw as the same now or in the future may exist, which may be necessary for County's public water or sewer purposes with the exception of construction of wastewater treatment plants. City shall not in any way oppose or interfere with County's ability to acquire such easements or other rights in private lands and shall take reasonable measures to facilitate County's efforts, either by negotiation or by the exercise of the power of eminent domain. Such acquisition shall, however, be at County's sole cost and expense.

13. INDEMNIFICATION

In addition to other indemnification provisions contained in this Agreement, to the extent allowed by law County shall indemnify and hold harmless City from and against any and all claims, including but not limited to claims for property damage, personal injuries and wrongful death, losses, costs and expenses, including attorneys fees which City may incur, arising directly

out of County's water and/or sewage activities and operation within the City limits now existing or as they may hereinafter exist after the date of closing, and County's water and/or sewage activities and operations, in, under, upon, through or above City's rights-of-way and other properties owned by City or in which it has an interest. Nothing herein shall, however, limit or affect County's rights to and defenses of sovereign immunity and County does not hereby waive such defense(s).

14. WARRANTY AS TO CONDITION

City warrants that at the time of closing the tangible properties described in Section 1 hereof will be in the same condition as they are on the date of this Agreement, natural wear and tear excepted. However, should such tangible properties be destroyed or substantially damaged in whole or part before closing, then, provided City agrees to such in writing, County may consummate this Agreement by payment of the purchase price less the value of the property destroyed or substantially damaged; or, County may proceed to consummate this Agreement without reduction in the purchase price; or, County may choose to not consummate this Agreement, and terminate this Agreement with no penalty and same shall become null and void. City shall promptly notify County of any such substantial damage which comes to its attention prior to closing.

15. PENDING LITIGATION

City assumes any and all liability as a result of any pending litigation or known or unknown claims against City with regard to water or sewer service to city customers, arising out of facts or occurrences prior to closing. County assumes no obligation or liability with regard to such claims or litigation. City shall indemnify and hold County harmless from and against any loss, damage or cost of any kind, including court costs and attorney fees, as a result of any such pending litigation or known or unknown present or future claims arising out of facts or occurrences prior to closing, all of which City shall defend.

16. CITY WARRANTIES

Subject to the contingencies set forth in Section 26, City makes the following representations and warranties to County, all of which survive the closing:

- A. City is the owner of and has good and marketable title to the Property, free of all debts, liens, security interests, and encumbrances, except as explicitly set forth in this Agreement;
- B. City has entered into no contract relating to the Property except as shown in Section 1 hereof;
- C. There are no judgments, liens, actions, or proceedings pending or threatened against the City which would restrain or enjoin execution of this Contract or the performance by City of any of its obligation hereunder, nor any such which contest City's right to use private and other properties not owned by City. City shall indemnify and hold County harmless from and against all claims and any loss of any kind, including attorneys fees and costs and expenses of litigation, if any, related to any challenge against County that private property was being used by City for water and /or sewer purposes, without legal right.
- D. City warrants and represents that there are no customers or potential customers of its water and sewage system who have purchased and paid for prepaid sewer or water taps with the exception of those listed on Exhibit "A" hereto attached. Those taps shall be honored by County for a period of one year from closing, and County shall make no charge therefore. City further warrants and represents that it shall not collect from any source any tap-on fees from date of execution of this Agreement to closing, but that any such source or customer or potential customer shall be referred to County. In the event any prepaid fees are found to exist in addition to those listed on Exhibit "A", or if the taps on Exhibit "A" are not used within one year from the date of closing, then at the time of such

customer's request to tap into County's system, City shall refund to such customer the amount paid to City, and the customer shall be referred to County.

E. City warrants and represents that all bills or invoices for labor and/or materials furnished to or on behalf of City relating to the Property prior to the time of conveyance to County, if any, will be paid or provided for by City on or prior to closing.

F. City warrants and represents it has the right and authority to enter into this Agreement, subject to the terms contained in this Agreement, to consummate the sale contemplated herein, and to observe and perform all its covenants and obligations hereunder. The person executing this Agreement and any other documents required hereby has full authority to act on behalf of and bind City to the obligations imposed on it by this Agreement.

17. COUNTY WARRANTIES

County makes the following representations and warranties to City, all of which survive closing:

A. There are no judgments, actions, or proceedings now pending or threatened against County which could or would restrain or impair consummation of this Agreement or performance by County of any of its obligations hereunder;

B. At the time of closing, there will be no judgments, actions or proceedings against County which could or would restrain or impair consummation of this Agreement or performance by County of its obligations hereunder;

C. County has the right and authority to enter into this Agreement, subject to the terms contained in this Agreement, to consummate the sale contemplated herein, and to observe and perform all its covenants and obligations hereunder. The person executing this Agreement and any other documents required hereby

has full authority to act on behalf of and bind County to the obligations imposed on it by this Agreement.;

D. On and after closing, County warrants that it shall provide the same level of service as current County customers enjoy to all City customers who, pursuant to this Agreement, will be served by County, including the provisions of sufficient and adequate water and sewer capacity for all existing City residents and businesses and any future City residents and businesses which are located on property which is annexed into the corporate limits of City, where there is available capacity and such offering is compliant with County regulations, policies, and procedures.

E. On and after closing, County warrants that it shall make a good faith effort to maintain all Property conveyed by this Agreement in proper working condition and shall cause to repair and replace, at no cost to City, all Property conveyed by this Agreement, if necessary and in accordance with County policies and procedures.

F. On and after closing, County warrants that in its ownership, operation and maintenance of all Property conveyed by this Agreement, of any future water and/or sewer distribution, collection or disposal facilities and easements and of any future acquisition of water distribution and/or sewer, collection or disposal facilities and easements within City, the County will make a good faith effort to comply with Georgia State law, Georgia's Environmental Protection Division rules and regulations, the United States Environmental Protection Agency rules and regulations and any related state or federal rules and regulations which regulate the ownership, operation and maintenance of a water/sewer system and related facilities. It is understood by the parties, however, that if City's system is non-compliant with any applicable laws or regulations then County shall, if it is

deemed responsible, have a reasonable amount of time to bring any non-compliant portion of City's system in compliance.

18. APPROVAL AND AUTHORITY TO CONTRACT

Execution of this contract and the performances and obligations hereunder have been approved by the Mayor and City Council of City, the governing authority of City; and regularly entered upon its Minutes and this contract represents obligations binding upon City. Execution of this contract and the performances and obligations hereunder have been approved by the Cobb County Board of Commissioners, the governing authority of County, and regularly entered upon its Minutes; and this contract represents obligations binding upon County.

19. FUTURE FRANCHISE AGREEMENTS

Should County ever in the future enter into a franchise agreement with any of the other five municipalities within Cobb County with regard to County's providing of water and sewage service within all or part of the municipality's city limits, County shall enter into such a franchise agreement with the municipality upon terms which are at least as favorable to City as evidenced by this Agreement between County and City. Otherwise, City shall not establish or enforce any such franchise or related fees, if such are permitted, for any such services for at least fifty years from the effective date of this Agreement. Notwithstanding, however, any other provisions to the contrary contained in this paragraph or this Agreement, City agrees it shall not establish or enforce any franchise fee or any other fee related to County's provision of water and/or sewer services with regard to the Property conveyed pursuant to this Agreement for at least fifty years from the effective date of this Agreement, as such right to occupy and provide services within the City is included in the Purchase Price.

20. ANNEXATION OF PROPERTY

This agreement does not restrict nor does it purport to restrict any future annexations by City. County shall not discriminate against citizens within the incorporated limits of the City or those desiring annexation therein because of the fact that County, rather than City, provides water and sewer services to its citizens.

21. NONDISCRIMINATION

County shall make available to City and its citizens water and/or sewer installation, development and service programs and facilities on a nondiscriminatory basis as compared to those programs and facilities offered to other municipalities and municipalities' citizens and all businesses within County. County shall make available such programs and facilities so as to provide a water and sewer network which contemplates future growth consistent with any joint County-City Comprehensive Plan. County shall not unlawfully discriminate against City and its citizens in relation to other municipalities, Redevelopments, Tax Allocation District or Enterprise Zone, or prospective or current businesses located within corporate limits of City and their citizens within County in its offering of economic incentives, (i.e. County aid in the financing of water and sewer system development fees; waiver of impact fees should such impact fees be charged and the like) so as to not place the residents and businesses of City at a competitive disadvantage with residents and business of other municipalities within County. The County agrees that it will provide such water and sewer taps and connections in a non-discriminating manner, and current or future City citizens or businesses shall be provided access to such water and sewer services and connect-ability in the same manner and timing as County citizens and businesses.

22. FUTURE CUSTOMERS

If at the time of closing, City has entered into negotiations with any person or entity regarding the construction of new lines, facilities and improvements for water and/or sewer services, City warrants and represents that it has not made any binding commitments, nor does City have any outstanding contracts to construct any new lines, facilities or improvements as a part of its systems. If such negotiations have been entered into, City shall apprise County of the particulars of the aforesaid negotiations to assist County in determining whether to extend and/or improve water and sewer services. Sewer services provided by the County shall comply with and be subject to all regulations, policies, and procedures of County, including but not limited to,

County Water System technical review and requirement of additional capacity paid for by developers.

23. RISK OF LOSS

Prior to Closing. The risk of loss for damage by fire or other casualty, or the taking by eminent domain, until Closing, shall be assumed by and shall be the responsibility of the City.

After Closing. The risk of loss or damage by fire or other casualty, or the taking by eminent domain, shall be assumed by County after the closing.

24. DEFAULT

DEFAULT. Except as otherwise expressly provided herein, either party shall be in default of this Agreement if such party (a) fails to comply with the terms and conditions set forth herein in any material respect for any reason, except either Party's failure to consummate the closing on the closing date pursuant to a right to terminate expressly set forth in this Agreement, and (b) said default continues for a period of five (5) business days after receipt of written notice from the non-defaulting party specifying the default, except with respect to either party's failure to deliver any or all of the documents which such party is required to deliver at the closing or otherwise perform its obligations at closing, for which no notice or cure period shall apply.

If any of the foregoing events of default shall occur and be continued, the non-defaulting party may declare by written notice to the other that it is in default with an explanation of the reason for such default. Upon such notice of default, either party shall have the right, at its option, to seek any of the following remedies, wherein such remedies may be exercised individually or collectively at the party's option:

- A. Damages
- B. Specific Performance

C. Termination if closing has not occurred

D. Injunctive Relief

Notwithstanding the above, the parties shall first attempt to resolve amicably any disputes related to this Agreement. If such disputes cannot be resolved amicably, either party shall have the right to have the dispute(s) submitted to non-binding mediation. Notice of such request shall be delivered to the other party as soon as practicable after an impasse is reached. If County and City cannot agree on a person to mediate, the mediator shall be chosen by agreement between the County Manager and City Manager. Such mediation shall occur, unless mutually agreed otherwise, within 30 days of such request and the cost of the mediation shall be borne equally between the parties.

24. ADDITIONAL DOCUMENTS

City and County each agree that such additional papers as may be necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at closing, and each shall take such additional actions as may be necessary and appropriate to carry out the terms and intent of this Agreement.

25. NOTICE

Any notice required or permitted to be given hereunder, shall be sufficient if in writing and sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by hand delivery, to the party being given such notice at the mailing address shown below:

City:

Mayor

City of Kennesaw

2529 J.O. Stephenson Avenue

Kennesaw, GA 30144-2797

County:

Chairman

Cobb County Board of Commissioners

100 Cherokee Street, Suite 300

Marietta, GA 30069

With Copy to:
Director
Cobb County Water System
660 South Cobb Drive
Marietta, GA 30060-3113

26. CONTINGENCIES

A. This Agreement is expressly contingent upon proper approval by and entry upon the minutes of the City Council for City and the minutes of the Board of Commissioners for County. This Agreement, once executed and so approved, shall bind and inure to the benefit of the parties hereto, their Council and Commission, and their agents, successors and assigns.

B. This Agreement is contingent upon City's compliance with O.C.G.A. Section 36-37-8. Within 10 days of the execution of this Agreement, pursuant to O.C.G.A. Section 36-37-8, City shall provide a notice of intention to sell the Property hereunder, setting forth the price and other general terms and conditions of the proposed sale. Such notice of intention shall be published in the Marietta Daily Journal, the official legal organ of Cobb County, once a week for three consecutive weeks. If, within ten days from the last publication of such notice, a petition signed by not less than 20% of the qualified voters of the City is filed, objecting to and protesting against this sale, then this sale shall not be consummated as contemplated hereunder unless a special election is held wherein at least two-thirds of those voting at such an election vote in favor of the sale. If such a petition is filed with the City, then the closing date as scheduled herein shall be extended by Amendment to afford the City sufficient time within which to hold the special election. Such election shall be in compliance with O.C.G.A. Sections 36-37-8 through 36-37-10. If such an election is necessary and if less than two-thirds of those voting at such an election vote in favor of the sale, then this entire Agreement shall be terminated, null and void.

27. CONTRACT TERMS

All the terms of this contract shall survive the closing.

28. ENTIRE AGREEMENT

This agreement constitutes the sole and entire agreement between the parties hereto with respect to the subject matter hereof, and no modifications of this agreement shall be binding unless signed by all parties to this agreement and unless properly approved and entered upon the minutes of the respective governing authority.

29. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of Georgia. Any dispute that arises hereunder shall be resolved exclusively in the courts of the State of Georgia located in Cobb County and the parties submit themselves to the jurisdiction of those courts for such purposes.

30. SECTION HEADINGS

The section headings in this Agreement are for the sole purpose of convenience and readability and are not intended to aid in the construction or interpretation of any section contained herein.

31. NO AGENCY

It is expressly agreed and understood by the parties hereto that neither party is the agent, partner, or joint venture partner of the other. It is also expressly agreed and understood that neither the City nor COUNTY has any obligations nor duties to the other except as specifically provided for in this Agreement.

32. TIME

Time is of the essence in this Agreement. However, if any action is required to be taken on a Saturday, Sunday or legal holiday, the action shall be deemed timely taken on the next regular business day.

33. COUNTERPARTS

This Agreement may be executed in counterparts, and the signature of any person required by this Agreement shall be effective if signed on any and/or all counterparts. All counterparts together shall be considered one and the same Agreement.

34. MODIFICATIONS AND AMENDMENTS

This Agreement may not be modified nor amended except by the unanimous written agreement of all the parties.

Witnesseth the hands and seals of the parties this _____ day of _____, 2004.

Attest:

City of Kennesaw, Georgia

Diane Coker,
City Clerk

By: _____
Leonard L. Church, Mayor

Attest:

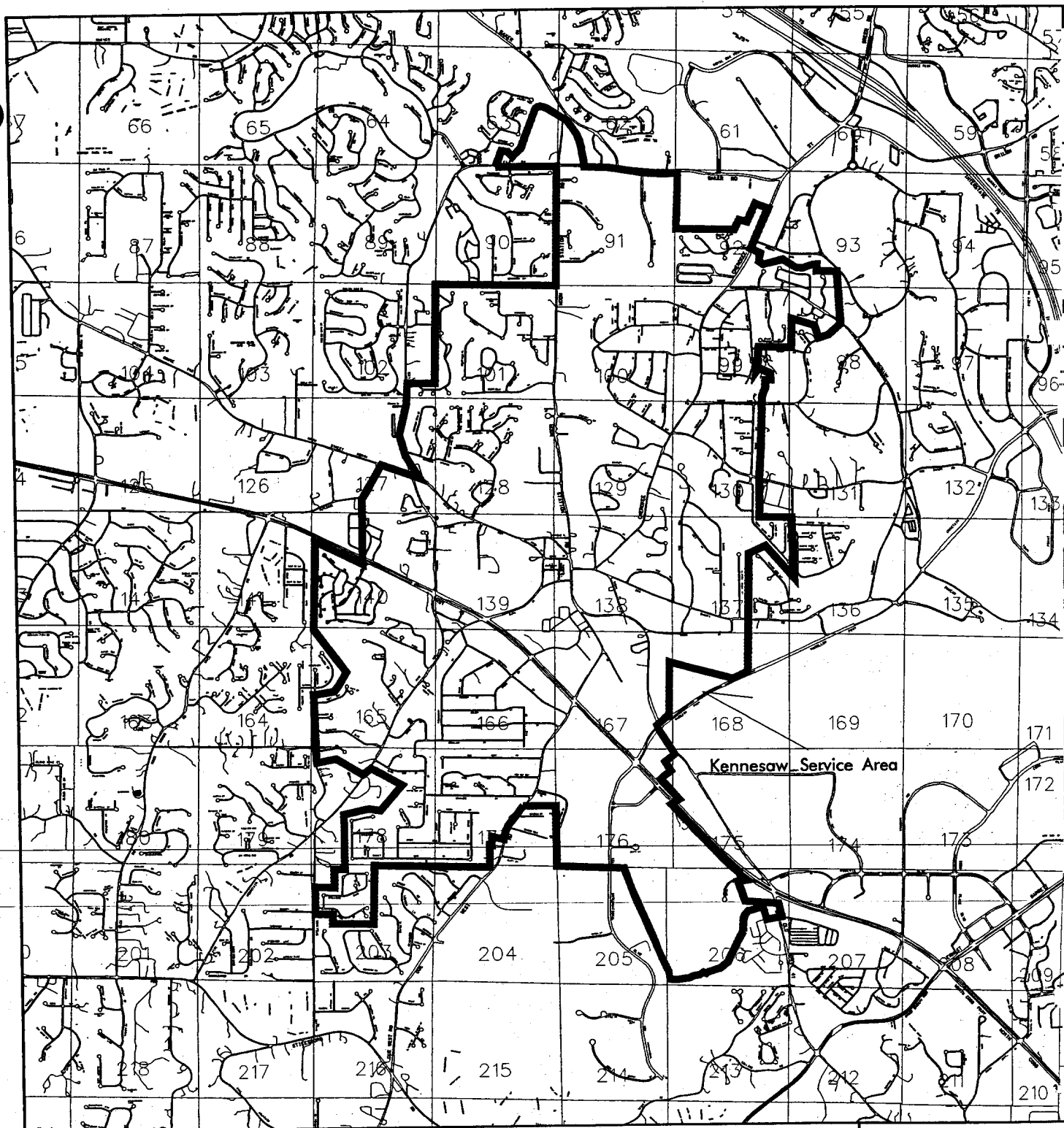
Cobb County, Georgia

Carol Granger,
County Clerk

By: _____
Sam Olens, Chairman
Cobb County Board of Commissioners

SPECIAL STIPULATIONS

- A) This Agreement is contingent upon the passage of a Charter Amendment by the City of Kennesaw establishing an investment fund out of the proceeds from the sale of said facilities in the principal amount of Nine Million (\$9,000,000) Dollars and further upon the City's purchase and improvement of the Burrell Field property where the Public Works Department is currently located. Any proceeds remaining shall be used for the establishment of a Storm Water Utility Department.
- B) This Agreement is further contingent upon the City and County meeting within thirty (30) days from the date this Agreement is fully executed by the parties to begin discussions in earnest to establish a Satellite Water Service office in the Kennesaw area.

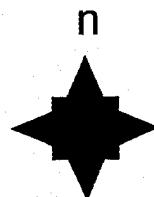


Project Name: City of Kennesaw

Land Lots: As Shown

District: 20th

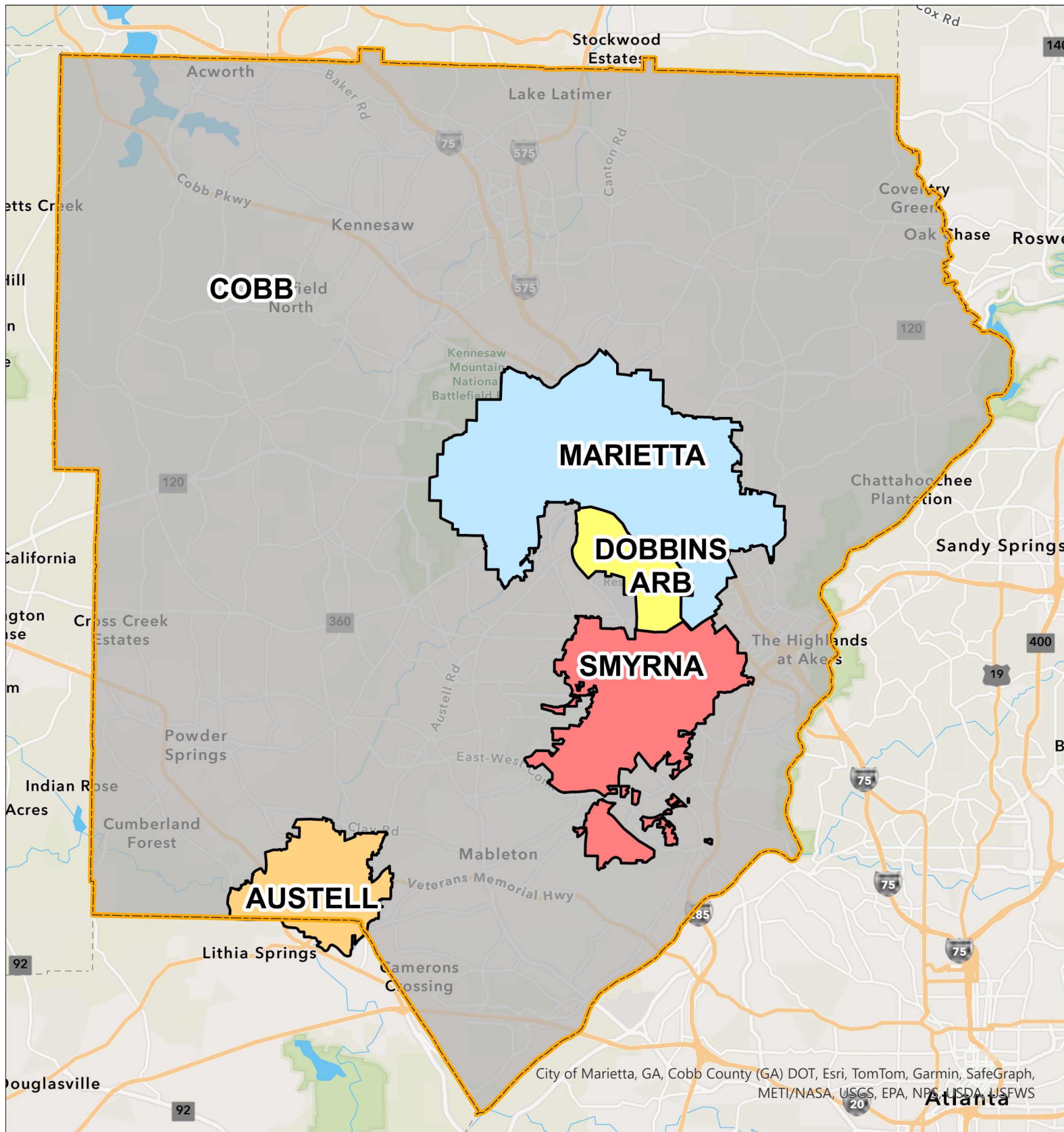
Description: Purchase of Water And Sewer System



Location
Map

Cobb County Water System
City of Kennesaw Acquisition
Add'l Personal Services and Capital Outlay

			Base Salary	35% Fringe Benefits	Total
<u>Water Crew:</u>					
Crew Chief	Grade 33		30,721.60	10,752.56	41,474.16
Equipment Operator II	Grade 29		24,356.80	8,524.88	32,881.68
Utility Worker II	Grade 28		23,192.00	8,117.20	31,309.20
<u>Wastewater Crew:</u>					
Crew Chief	Grade 33		30,721.60	10,752.56	41,474.16
Equipment Operator II	Grade 29		24,356.80	8,524.88	32,881.68
Utility Worker II	Grade 28		23,192.00	8,117.20	31,309.20
Personal Services:			\$156,540.80	\$54,789.28	\$211,330.08
<u>Capital Outlay:</u>					
2 1/2 ton utility crew cab	2		96,000.00		192,000.00
w/air compressor and generator					
4x4 extend-a-hoes w/hydraulic brakes	2		60,000.00		120,000.00
20-ton trailers	2		21,500.00		43,000.00
Communication Equipment	2		2,500.00		5,000.00
Capital Outlay:					\$360,000.00
TOTAL COSTS:					\$571,330.08



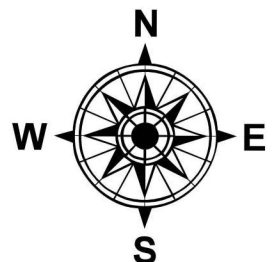
City of Marietta, GA, Cobb County (GA) DOT, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS

- Austell Water System
- Marietta Water System
- Smyrna Water System
- Dobbins ARB
- Cobb Water System
- Cobb County Boundary

Cobb County
10/31/24

Cobb County Water Distribution and Sewer Collection Service Boundaries

0 2 4 8 Miles



ANIMAL CONTROL AGREEMENT

Reference No. 7197

THIS AGREEMENT made and entered into this 7th day of march, 2007, by and between **COBB COUNTY, GEORGIA**, hereinafter referred to as "**County**," and the **CITY OF KENNESAW, GEORGIA**, hereinafter referred to as "**City**."

WHEREAS, the County as a part of public health function has assumed responsibility for Animal Control within its boundaries; and

WHEREAS, the County has established an Animal Control Facility for the enforcement of the Animal Control Laws within its boundaries; and

WHEREAS, it would be to the mutual benefit of both the County and the City, in terms of health and economy, for the County to enforce the Animal Control Laws of the City; and

WHEREAS, the City has in fact adopted the County's Ordinance verbatim; and

WHEREAS, the governing authorities of the County and the City have adopted resolutions authorizing this agreement; and

WHEREAS, since it is beneficial to both the County and the City for the County to assume responsibility for Animal Control within the City, it is beneficial for the County and the City to contract for the County to provide municipal court services through the Magistrate Court of Cobb County for the enforcement of the Animal Control Laws; and

WHEREAS, a law entitled "Dangerous Dog Control Law" has been enacted and is set forth in the Official Code of Georgia Annotated, Section 4-8-20, et seq, as now or hereafter may be amended from time to time.

NOW THEREFORE, in consideration of these premises, it is mutually agreed between the parties that the County and the City do hereby contract and agree, pursuant to Article IX, §3, ¶1, of the Constitution of the State of Georgia:

1.

This Agreement shall apply to the following matters:

A. The City's Animal Control Laws, as codified in Chapter 10 of the City of Kennesaw Code of Ordinances (a copy of which is attached to this agreement and is made a part hereof by reference), and

B. The Dangerous Dog Control Law set forth in O.C.G.A. § 4-8-20, et seq, as now or hereafter may be amended from time to time, as the same applies within the corporate limits of the City.

2.

The City hereby authorizes the County to provide the service of enforcing the City's Animal Control Laws and the Dangerous Dog Control Law within the corporate limits of the City. The County hereby agrees to enforce the said Animal Control Laws and Dangerous Dog Control Law so long as said laws are, and remain, substantially similar to the County's laws (as determined by Cobb County), as now or hereafter may be amended, especially under the Act entitled "Dangerous Dog Control Law", as now or hereafter may be amended. The County shall not be required to enforce any City ordinance or resolution which does not conform with State Law, or which is substantially different from the County's ordinances or resolutions.

3.

The City's Animal Control Laws and the Dangerous Dog Control Law, as it applies within the corporate limits of the City, shall be enforced by the Dog Control Officer as appointed by the Cobb County Board of Commissioners or by the agent or

agents appointed by the Cobb County Board of Commissioners to enforce the Animal Control Law and the Dangerous Dog Control Law within the unincorporated portions of the County. The duly constituted Dog Control Officer appointed by the County is hereby named as the Dog Control Officer of the City.

4.

As part of this Animal Control Agreement, the County and City hereby enter into an additional agreement for the County to furnish municipal court services to the City through the officers, employees, and facilities of the Magistrate Court of Cobb County for the adjudication of citations written by the County for violations of Chapter 10 – Animals of the City's Code of Ordinances. This agreement and contract becomes effective upon the signature of the chief magistrate. The County recognizes that the City has a functioning Municipal Court and that only citations for violations of Chapter 10– Animals of the City's Code of Ordinances occurring within the City shall be returnable to the Magistrate Court for the convenience of the County, the City and the Cobb County Animal Control Officer. In such instances, the judges of the Magistrate Court shall have full authority to act as judges of the Municipal Court of the City of Kennesaw. All processes, actions and citations shall be handled pursuant to this contract and O.C.G.A. § 15-10-150, et seq.

5.

The County and City agree and understand that citations for violations of the City's Animal Control Laws occurring within the City and written by the Animal Control Officer or Dog Control Officer shall be returnable to the Magistrate Court of Cobb County sitting as the Municipal Court of the City of Kennesaw. However, the Municipal Court of the City of Kennesaw shall have concurrent jurisdiction for such citations. Any fees collected in the Magistrate Court of Cobb County sitting as the Municipal Court of

the City of Kennesaw shall be applied to the County's General Fund with the intention that it will defer the operating budget and operational costs of the Animal Control Facility. The County shall be responsible for the collection and remittance of all applicable state surcharges relating to citations for violation of the Animal Control Ordinance of Cobb County as adopted by the City. In concurrence with those powers granted to Cobb County Animal Control and the Dog Control Officer through the Animal Control Ordinance of Cobb County which has been adopted by the City, or the Dangerous Dog Control law, the Kennesaw Police Department, or Kennesaw Code Enforcement shall have the power to issue citations regarding dangerous dogs or potentially dangerous dogs within their jurisdiction. Those citations issued by the Kennesaw Police Department or Kennesaw Code Enforcement shall be returnable to the Municipal Court of the City of Kennesaw.

6.

The County and the City agree to adopt and maintain policies and procedures which comply with O.C.G.A. § 4-8-20, et seq., entitled "Dangerous Dog Control Law," as now or hereafter may be amended.

7.

All notices, Hearings, Procedures and other Administrative and Procedural matters required to be handled under the Dangerous Dog Control Law by either the City or the County shall be handled by the County and the City hereby ratifies all such acts undertaken by the County.

8.

A. The County may issue dog licenses for the County and City or any other license authorized under the City's Animal Control Ordinance and may collect license fees and impound fees as levied by the County and shall maintain an accurate record

showing persons to whom licenses have been issued and persons who have paid license and impound fees. Fees so collected on behalf of the County and the City shall be applied to the annual operating budget such that operational costs shall be borne solely by the income received thereby. Records of all fees collected on behalf of the City shall be subject to periodic audits by the City.

B. The County, for itself and on behalf of the City, is hereby authorized to establish the fee, charge, or other levy as authorized under the Dangerous Dog Control Law. The County is hereby authorized to collect any such fee, charge or levy as provided herein both for itself and on behalf of the City.

9.

The City hereby agrees to hold the County harmless and its officers, employees and members of Board of Commissioners and Animal Control Board from any and all acts of negligence, malfeasance, nonfeasance and from any and all other claims of damages, loss of income, and liability of any type whatsoever incurred by the County or its agents and employees in connection with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City.

10.

Whenever the County's Animal Control Officer, Dog Control Officer or any of its agents and employees is engaged in or charged with the enforcement of the City's Animal Control Laws and the Dangerous Dog Control Law within the City, said Officers or any of their agents and employees, shall be deemed to be an agent of the City and acting on behalf of the City and shall not be deemed to be an agent of the County or acting on behalf of the County.

11.

The City hereby appoints the Cobb County Animal Control Board as the authority to hold hearings provided for in O.C.G.A. § 4-8-24, or as may be amended from time to time.

12.

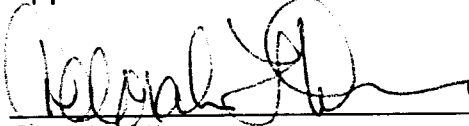
This Agreement shall be deemed to be made and performed in, and shall be governed by and interpreted in accordance with, the laws of the State of Georgia. If any one or more provisions in this Agreement, partially or completely, shall be declared invalid, such a finding shall not impair the validity or continuing force and effect of any other provision in this Agreement.

13.

This contract shall become effective after the same shall have been finally executed by all the parties and shall remain in effect from year to year thereafter provided either the County or the City may hereto cancel the same on ninety (90) days written notice to the other party. Upon any change in the office of the Chief Magistrate, this Agreement shall remain in effect and automatically extend to the term of the new Chief Magistrate provided that the new Chief Magistrate signs this Agreement upon the beginning of his term of office.

IN WITNESS WHEREOF, the parties hereto caused their hands and seals to be affixed the date first above written.

Approved as to form:


County Attorney

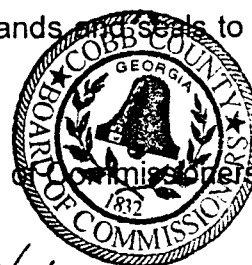
APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
2/27/2007

Cobb County Board of Commissioners

By: 
Chairman Samuel S. Olens
Chairman, Cobb County
Board of Commissioners

Attest:

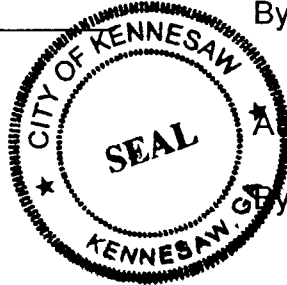
By: Karen L. King
County Clerk Karen L. King
Deputy County Clerk



Authorization by Board of Commissioners on this 27th day of Feb,
2007.

Approved as to form:

Fred B. [Signature]
City Attorney



City of Kennesaw
By: *[Signature]*
Mayor

Attest:
By: *[Signature]*
City Clerk

Authorization by City Council on this 5th day of February, 2007.

Magistrate Court of Cobb County

By: *[Signature]*
Chief Magistrate

Attest:

By: *Shelia H. Walker*
Court Clerk

Authorization by Chief Magistrate of the Magistrate Court of Cobb County on this
5 day of March, 2007.

Memorandum of Understanding
Victim Service Providers - Cobb County, Georgia

The community of Cobb County is united in its efforts to provide on-going, comprehensive, non-duplicative, healing, consistent, support services to victims of crime in our community. Further, the undersigned agencies have agreed to continue in the existing mutually supportive, formal partnerships as an interactive way of working together to provide services to crime victims. While each agency recognizes that the best services provided to victims of crime are holistic, comprehensive, and collaborative, each agency possesses specific knowledge, expertise and authority in this area.

Further, each agency provides valuable services in the arena of victim's services and to individual crime victims. In recognition of this fact, we agree that we cannot perform our jobs adequately or effectively without assistance, support, and collaboration among us. Therefore, each agency listed below will perform the duties as outlined in its mission and will support, collaborate, and coordinate with each other agency listed herein in providing services to victims of crime at all levels of agency response.

**Cobb Judicial Circuit, District Attorney's Office,
Victim Witness Unit
and Cobb Family Advocacy Center**

The mission of the Victim Witness Unit of the District Attorney's Office is to afford victims of crime certain basic rights as set forth in the *Georgia Crime Victims Bill of Rights*. This mission is achieved through the delivery of direct services including notification of status of the criminal case and education about the court system to victims and witnesses of felony crimes. The VW Unit offers victims of crime emotional support during the aftermath of crime and provides guidance through the maze of the criminal justice system.

The mission of the Cobb FAC is to provide comprehensive services to victims of abuse through the collaboration of community partners in a central location. The Cobb Family Advocacy Center (FAC) is modeled after the Family Justice Center model launched in 2002 in San Diego, California. The Cobb FAC is designed to address barriers faced by victims, by locating critical service providers under one roof with a coordinated intake process. The FAC locates criminal justice and state agencies and non-profit organizations to meet the wide and varied needs of victims of domestic violence, sexual assault, child abuse, elder abuse, stalking, and human trafficking. The goal of the FAC is to provide a seamless process for victims and families as they navigate getting the assistance they need without having to recount their abuse numerous times.

SafePath Children's Advocacy Center, Inc.

The mission of SafePath Children's Advocacy Center, Inc. is to reduce the trauma to children and their families by offering a comprehensive, professional and child-friendly approach to allegations of child abuse. The center provides a neutral, child friendly environment where professionals and agencies utilize a multi-disciplinary team approach to alleged child abuse cases. Services are provided to children and adolescents age birth through 18 and their non-offending family members including but not limited to: crisis assessment, treatment, forensic interviews, forensic evaluations, medical evaluations, professional off-site referrals, advocacy services, expert testimony, training and prevention services. All of our services are provided free of charge. Our vision is a community free of child abuse.

liveSAFE Resources, Inc.

liveSAFE Resources' vision is a community free of domestic violence and sexual assault. As the only certified domestic violence shelter in Cobb County with an estimated population of 750,000 residents, we provide emergency and transitional housing, assistance with obtaining Temporary Protective Orders, individual and group counseling at no cost to survivors or their family members, a 24-hours crisis line, access to sexual assault forensic medical exams, accompaniment to medical and legal appointments, elder abuse services, and provide consultation, in-service training and conduct informational presentations as needed.

The Center for Children and Young Adults, Inc.

The Center for Children & Young Adults is dedicated to providing a safe and nurturing environment with comprehensive services for children and young adults who are abused, neglected or at risk.

Cobb and Douglas Public Health

The mission of Cobb and Douglas Public Health is to promote community wellness by providing or helping others provide quality services including assessment, prevention, and treatment in a caring manner. Our vision is to achieve optimal health for our residents and our communities by providing preventive and personal health services for children, adolescents, and adults at our Public Health Centers.

Cobb Collaborative, Inc.

The mission of the Cobb Collaborative is educating, engaging and empowering the community to improve the well-being of children and families. We are the local Georgia Family Connection partner, a statewide network of organizations working to improve outcomes for children and families. Our organization accomplishes this work in Cobb County by educating and engaging partners, leading and facilitating collaborations, and providing resources for organizations addressing major issues in our community like reading proficiency, homelessness, mental health and civic engagement. Our partners include nonprofit organizations, local governments, businesses, faith-based organizations, educational institutions, professional organizations, civic associations and engaged citizens.

Highland Rivers Community Service Board (d/b/a/ Highland Rivers Behavioral Health)

Provides treatment, support and recovery services for adults, children, families and veterans affected by mental health disorders, substance use disorders, and intellectual developmental disabilities, across a 13-county region of northwest Georgia which includes Cobb County. A state-designated safety-net provider, Highland Rivers serves vulnerable individuals who have limited income or are uninsured or underinsured with an integrated continuum of clinical and support services focused on long-term recovery and independence.

Cobb County Division of Family and Children Services

The Georgia Department of Human Services, in partnership with others, will effectively deliver compassionate, innovative, and accountable services to individuals, families and communities to promote Georgians living safe, healthy, and self-reliant lives.

The Center for Family Resources

The mission of The Center for Family Resources to reduce childhood homelessness by serving and empowering families through prevention, crisis intervention, housing support, education, and compassionate care management.

Crime Victims Advocacy Council

The Crime Victims Advocacy Council seeks to help crime victims cope with their suffering and pain. We will aid crime victims throughout the healing process by concentrating our energies and resources in the following areas: providing a crisis hotline for crisis intervention, providing support groups where victim/survivors can safely and securely discuss their feelings, ask questions, explore solutions to cope with the associated stress, trauma, grief, and loss triggered by their victimization, share strategies and updates, and celebrate successes in confidence. CVAC will advocate for crime victim's rights by working with county VWAPs to educate victim/survivors and raise community consciousness, regarding the Criminal Justice System and CVAC will be the eyes, ears and voice for restorative healing and justice for victims of crime by hosting an annual Homicide Victim Service Event in April during the National Crime Victims' Rights Week (NCVRW).

Solicitor General's Office, Victim Witness Program

The mission of the Victim Witness Unit of the Solicitor General's Office is to afford victims of crime certain basic rights as set forth in the Georgia Crime Victims Bill of Rights. This mission is achieved through the delivery of direct services including notification of status of the criminal case and education about the court system to victims and witnesses of misdemeanor crimes, to offer victims of crime emotional support during the aftermath of crimes, and to provide guidance through the maze of the criminal justice system.

Cobb County Department of Emergency Communications

The mission of the Cobb County Emergency Communications Department is to provide excellent and professional service to the citizens, visitors, and public safety responders of Cobb County. We fully understand the foundation of our profession is service, and we strive to provide this to our citizens at the most superior level possible. We will provide this service in a prompt, courteous, and professional manner, striving for efficiency. We recognize that our ultimate success in this mission is tied directly to the spirit of cooperation and teamwork between the public safety agencies, the Emergency Communications Center staff and the residents and visitors of Cobb County.

Cobb County Police Department

The mission of the Cobb County Police Department is to enforce all laws in unincorporated Cobb County in an impartial manner; act affirmatively to improve the quality of life in Cobb County by serving and protecting Cobb County Citizens, with a sense of community cooperation and solution based police efforts; and enhance the lives of Cobb County citizens through professional application of specialized functions including: Community Oriented Police Enforcement (COPE), Tactical Response (SWAT), dive rescue, bomb squad, ranger services, crime prevention, and citizen education. The Police Department designates specialty units to investigate crimes related to domestic violence and stalking, child sexual assault and child physical abuse.

Cobb County Sheriff's Office

The mission of the Cobb County Sheriff's Office is to provide professional law enforcement services to all citizens of Cobb County through a trained, motivated and focused workforce of men and women dedicated to public service. Services are exemplified through victim notification of an inmate's release from custody, the priority execution and enforcement of all arrest warrants, court orders and civil processes that are domestic and/or family violence related.

City of Acworth Police Department

It is the mission of the Acworth Police Department to provide fair, impartial, and excellent law enforcement service to our community. To that end, we pledge to pursue the highest levels of training and education available, and to offer our community the highest levels of professionalism to the best of our ability.

City of Austell Police Department

It is the mission of the Austell Police Department to legitimize trust through collaborative partnerships, transparency, and educating the people we protect and serve. We will deliver equitable service when providing resources and enforcing state laws to enhance quality of life. We recognize optimal training and consistent accountability of our staff will solidify these efforts.

City of Kennesaw Police Department

The mission of the Kennesaw Police Department to assure that our community is safe from crime and public disorder by focusing on the prevention of crime along with reducing the fear of crime.

City of Marietta Police Department

The mission of the Marietta Police Department is to provide professional law enforcement services to the City of Marietta without bias. The Marietta Police Department will be diligent in its efforts to ensure a safe environment for all individuals and businesses within the city of Marietta. The department will also provide assistance to other federal, state, or local agencies in a manner that will reflect a most positive image of our city and department.

City of Powder Springs Police Department

The Powder Springs Police Department exists to enhance the quality of life for the citizens of Powder Springs by implementing integrity based, progressive policing. To attain this, the Department enforces the law in a fair and impartial manner, recognizing both the statutory and judicial limitations of police and the constitutional rights of all persons. The Department recognizes that no law enforcement agency can operate at its maximum potential without supportive input from the citizens it serves. The Department actively solicits and encourages cooperation of all citizens to decrease the opportunity for crime and maximize use of resources.

City of Smyrna Police Department

The mission of the Smyrna Police Department is to create a safer community by delivering superior service through innovation, data-driven analytics, and a commitment to community partnerships.

Kennesaw State University Department of Public Safety

The mission of the Department of Public safety is to ensure that Kennesaw State University remains a safe and secure community, conducive to the free exchange of ideas within an academic setting by providing protection, security and services to the campus community at large and specifically to victims of crime.

Cobb County Fire and Emergency Services

The mission of the Cobb County Fire and Emergency Services is to provide the citizens and visitors of Cobb County the highest level of life and property safety through the efforts of fire protection/control, emergency medical, and public education services.

Cobb County School District

The Cobb County School District exists to provide a quality educational program for all students in a challenging, secure environment. We, as professional, caring educators, provide a relevant, integrated curriculum in order for our students to become critical thinkers who are knowledgeable, skillful and responsible, and who can succeed as life-long learners in a richly diverse society.

Cobb County Government

The mission of Cobb County Government is to help make Cobb County the best place to live and work through efficient, effective and responsive government that delivers quality services.

Cobb County Juvenile Court

The Juvenile Court of Cobb County is dedicated to serving the residents of Cobb County by hearing cases involving allegations of dependency and delinquency concerning children found within the Court's jurisdiction. In doing so, the Juvenile Court of Cobb County utilizes judicial and community-based interventions to provide an effective response to the children and their families. The services provided by the Juvenile Court of Cobb County are provided with the goal of creating a safer community by strengthening families and reducing crime.

Cobb County Public Safety

The mission of the Department of Public Safety for Cobb County is to provide Law Enforcement Services, Fire & Emergency Services, Enhanced 911 Services, Animal Control Services, Emergency Management Services, and Safety Education Programs in a professional, efficient, and cost-effective manner to both citizens and visitors of Cobb County. Ingrained in that philosophy of services is a commitment to teamwork and excellence combined with a responsive, problem-solving philosophy that fosters daily interaction with the citizens we serve in a compassionate, positive manner that encourages public involvement and leads to public confidence in the county's Public Safety Departments.

WellStar Health System

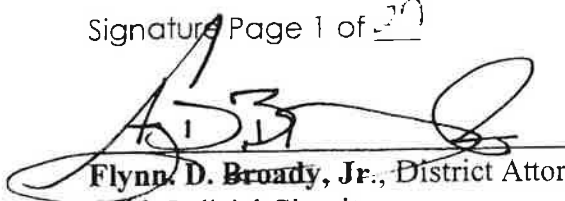
At Wellstar, people are at the center of everything we do and every decision we make. As a not-for-profit organization, we have made a generational commitment to transform healthcare for all and ensure every person has access to personalized care that helps them spend more time being a person than a patient. That's what we mean when we say we're about More than Healthcare—we're about PeopleCare. Wellstar is nationally recognized for our personal, high-quality care, inclusive culture and exceptional doctors and team members. We thoughtfully reinvest in prevention, wellness programs and charity care, and provide access to compassionate, high-quality care through our expansive system of 11 hospitals, more than 300 medical office locations, 11 cancer centers, 91 rehabilitation centers, 35 imaging centers, 18 urgent care locations, five health parks, three hospice facilities and two retirement villages.

This Memorandum of Understanding is in effect for the service delivery period of January 1, 2024 through December 31, 2025. Should agency heads change during this time, an addendum page with the appropriate signature only will be added as this document will stand as the original.

The signing of this Memorandum of Understanding signifies the collaborative continued support and involvement of each agency listed in providing comprehensive services to victims of crime in the community of Cobb County.

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 1 of 27

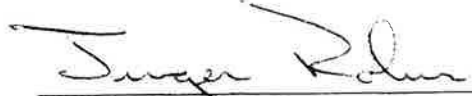


Flynn D. Broady, Jr., District Attorney
Cobb Judicial Circuit
Victim Witness Unit
Cobb Family Advocacy Center

Date: 3/25/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 2 of 2

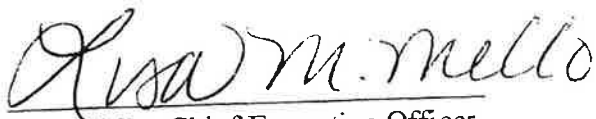


Jinger Robins, Chief Executive Officer
SafePath Children's Advocacy Center

Date: 3-25-2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 3 of 27

A handwritten signature in cursive script that reads "Lisa M. Mello". The signature is written in dark ink and is positioned above a horizontal line.

Lisa Mello, Chief Executive Officer
LiveSafe Resources, Inc.

Date: 3/25/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 4 of 17

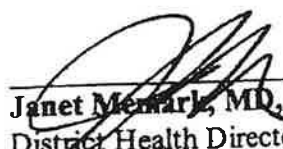
A handwritten signature in black ink, appearing to read 'Kimberley A. Shellman-Borna', written over a horizontal line.

Kimberley A. Shellman-Borna, J.D., CEO
The Center for Children and Young Adults

Date: 04/16/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

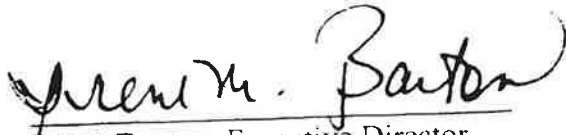
Signature Page 5 of 10


Janet Menzies, MD, MPH, FACP
District Health Director
Cobb & Douglas Public Health

Date: 9-25-24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 6 of 27

A handwritten signature in black ink, reading "Irene M. Barton". The signature is written in a cursive style with a large, looping "B" for Barton.

Irene Barton, Executive Director
Cobb Collaborative

Date: 3-26-24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 7 of 20

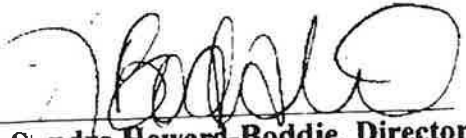

Melanie Dallas, CEO

Highland Rivers Community Service Board (d/b/a/ Highland Rivers Behavioral Health)

Date: 3/29/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 8 of 27


LaSondra Howard-Boddie, Director
Cobb County Division of Family and
Children's Services

Date: 3/25/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 9 of 27

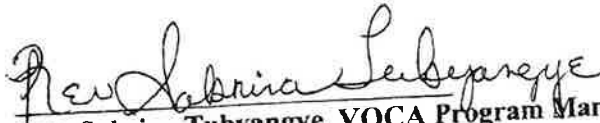


Melanie Kagan, CEO
The Center for Family Resources

Date: 17th of April, 2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 10 of 27



Rev. Sabrina Tubyangye, VOCA Program Manager, Director of Pastoral Care
Crime Victims Advocacy Council

Date: 3/25/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 11 of 27

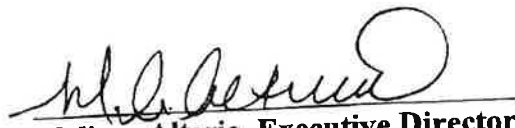


Makia Metzger, Solicitor General
Solicitor General's Office, Cobb County

Date: 4/8/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 12 of 27



Melissa Alterio, Executive Director
Cobb County Department of Emergency Communications

Date: 3/20/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 13 of 21

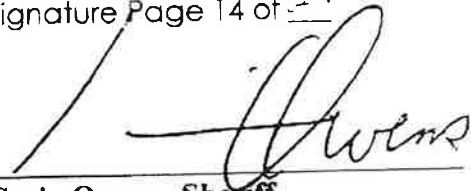


Stuart VanHoozer, Chief
Cobb County Police Department

Date: 4/8/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

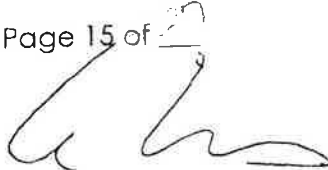
Signature Page 14 of 27


Craig Owens, Sheriff
Cobb County Sheriff's Office

Date: 03/26/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 15 of 27



Jesse. D. Evans, Chief
City of Acworth Police Department

Date: April 1, 2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

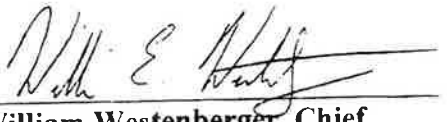
Signature Page 16 of 27


Orrin Scott Hamilton, Chief
City of Austell Police Department

Date: 03/25/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

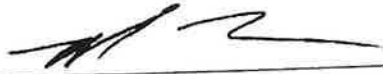
Signature Page 17 of 27


William Westenberger, Chief
City of Kennesaw Police Department

Date: 4/8/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 18 of 20



David Beam, Interim Chief
City of Marietta Police Department

Date: 03/25/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

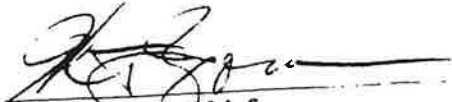
Signature Page 19 of 27


Lane Cadwell, Chief
City of Powder Springs Police Department

Date: 3/25/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 20 of 27

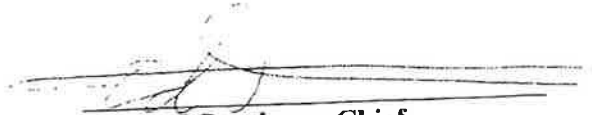
A handwritten signature in black ink, appearing to read "Keith Zgonc", written over a horizontal line.

Keith Zgonc Chief
City of Smyrna Police Department

Date: 4/1/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 21 of 27



Edward Stephens, Chief
Kennesaw State University
Department of Public Safety

Date: 3/25/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 22 of 27

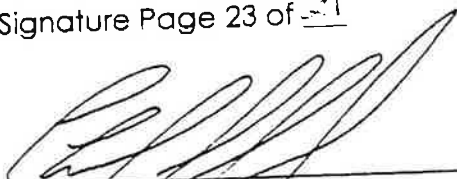
A handwritten signature in black ink, appearing to read 'William Johnson', written over a horizontal line.

William Johnson, Chief
Cobb county Fire and Emergency Services

Date: 04/08/24

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 23 of 27


Chris Ragsdale, Superintendent
Cobb County School District

Date: MARCH 25, 2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 24 of 27


Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

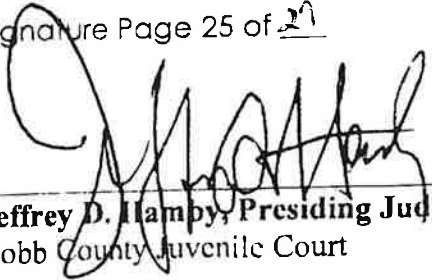


Date: 5/1/24

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
9/26/23

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 25 of 27

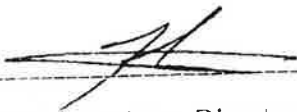


Jeffrey D. Hamby, Presiding Judge
Cobb County Juvenile Court

Date: 3/25/24

Cobb County Department of Public Safety

The mission of DPS is to provide a safe and secure community and environment through highly trained professional personnel, state of the art equipment & systems, comprehensive public safety strategies, and public safety educational services and programs.



Michael J. Register, Director

Cobb County Department of Public Safety

Date: 3/20/2024

Memorandum of Understanding
January 1, 2024 – December 31, 2025
Victim Service Providers – Cobb County, Georgia

Signature Page 27 of 27


Freda Lyon, Vice President Emergency Services
WellStar Health System

Date: 

Routing Cover Form

DEPARTMENT/AGENCY:

EXTENSION/045

DOCUMENT DESCRIPTION <i>Include type of document/vendor/location</i>	NUMBER OF ORIGINALS	BOC APPROVAL DATE	CONTACT INFORMATION <i>Include name/extension</i>
Memorandum of Understanding between The Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Cobb County, Georgia	2	7/13/2021	Brittani Lee Hope Warren 770-528-4070

ConTrans Matter # (required) 20-T6125-1343

Department/ Agency Sign off	DATE RELEASED: 12/9/2021	Signature: <u>Hope Warren</u> <i>Document has been reviewed and approved by department/agency</i>
Legal <i>Legal review and approval required on <u>all</u> documents prior to submitting to Clerk's Office</i>	DATE RECEIVED: 3/9/22 DATE RELEASED: 3/11/22	APPROVED AS TO FORM: Signature: <u>Kalf</u>
County Clerk's Office	DATE RECEIVED: DATE RELEASED: 3/16/22	Signature: <u>[Signature]</u>
NOTES: 3/2026 COBB COUNTY, GA FILED IN OFFICE 2022 MAR 11 A 9:14 COBB COUNTY CLERK'S OFFICE		

MEMORANDUM OF UNDERSTANDING
between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and COBB COUNTY, GEORGIA

This Memorandum of Understanding ("MOU" or "Agreement") is made between the Board of Regents of the University of System of Georgia by the University of Georgia, by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and Cobb County, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") for the provision of Cooperative Extension Services and Personnel in Cobb County, Georgia at the Cobb Extension office.

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

The UGA - Cobb County Extension office ("County Extension" or "Cobb Extension") is made up of UGA Extension and County employees. UGA Extension and the County will support all Cobb Extension personnel operationally as set forth in this MOU regardless of employee compensation status or source, subject to the terms of this Agreement.

II. TERM AND TERMINATION

This MOU is an intergovernmental agreement for public services pursuant to the Ga. Const. Article 9, Section 3, Paragraph 1, the term of which shall be for five (5) years unless terminated earlier as provided herein. This MOU may be terminated by either party for their convenience or due to lack of funding with ninety (90) days' notice to the other party and pursuant to the terms of this MOU.

III. SERVICES

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually recommend an experienced individual who may or may not be a member of the Cobb Extension personnel to serve as the County Extension Coordinator, subject to the County's approval. The Coordinator shall be responsible for the total Cobb Extension program, staff coordination and supervision, and all communications and transactions between the County and the Cobb Extension staff.
2. UGA Extension shall provide Cobb Extension personnel with the necessary educational materials needed for an effective program, which includes, but is not limited to information, training and educational programs in the areas of agriculture, food, families, the environment and 4-H youth development (collectively, "Program"). UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all Cobb Extension personnel directly for expenses incurred for officially designated travel authorized by the UGA District Extension Director.
4. UGA Extension shall support Cobb Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the Cobb County Board of Commissioners at regular intervals or as requested by the County on the nature of the Cobb Extension Program and progress being made.
6. This MOU gives the Cobb County Manager the authority to manage and/or delegate the

management of the shared expenses and staffing functions of the Cobb UGA Extension Office for the best interest of the Extension Office's mission within Cobb County and in order to ensure that Extension Office expenses do not exceed the annual budget approved by the Cobb County Board of Commissioners. Cobb County reserves the right to adjust funding and compensation under this MOU based on changes in the County's annual budget, with the understanding that such changes may impact the level of services received by Cobb County.

B. The COUNTY agrees to the following:

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program, subject to the County's annual budget process and approval.
 - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.
 - b. The County shall coordinate with UGA Extension IT personnel in planning the Extension office where the network infrastructure and/or computing resources will be managed by Cobb Extension.
 - c. The County shall allow the installation and use of client software, hardware, and access to online resources deemed necessary by UGA Extension to conduct Extension business operations and Program delivery; provided, however, that, all such software shall comply with any and all County information services and technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. Requests for installation and access to the County information systems and technology shall be subject to County review and approval. UGA Extension and the County will jointly confirm such compliance prior to permitting access or installation of any such software or hardware.
2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the County. The reimbursement shall be paid by the County directly to Cobb Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County. Without waiving immunity, both the County and UGA are responsible for maintaining sufficient automobile and general liability coverage for their respective County and UGA Extension personnel and vehicles.

3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all County departments.

IV. COMPENSATION

Nothing herein shall restrict the County from hiring or providing County employees or contractors to work at or assist with services on behalf of the Extension office.

UGA Extension and the County acknowledge that there are Extension personnel who are compensated solely by the County, Extension personnel who are compensated solely by the UGA Extension or UGA, and personnel who are compensated jointly by both parties. The Extension personnel shall be categorized based on the method of compensation by which they are paid, which categories and personnel may change from time to time. Accordingly, all compensation options are available and applicable to the County as of the date of this MOU. This MOU does not commit specific funding or compensation from the County to UGA Extension. The parties agree and acknowledge that the sources of compensation are permitted and subject to change due to budget or programming changes by UGA or the County, at each party's sole discretion.

The attached Addendums A (Cooperative Direct Pay) and Addendum B (Cooperative Contract Pay) address the terms by which joint, contract or cooperative Extension and/or County personnel may be hired and paid. Nothing in this Agreement prohibits or bars the County from hiring or placing County employees or volunteers at the Cobb County – UGA Extension office, subject to all applicable County and/or Extension policies.

V. ADDITIONAL TERMS

1. This MOU shall take effect when it is executed by both Cobb County and UGA Extension.
2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the policies of the employer of record shall govern.
3. The term of this MOU shall be from the date of execution, being the date of the last signature below, until terminated by either party for a maximum five (5) year term. This MOU may be terminated at the convenience of either party without cause by written notice of such intent to the other party at the addresses listed below, or as revised in writing, provided ninety (90) days in advance.
4. This MOU may be amended or modified by written agreement of the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic

information, disability, or veteran status.

6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of County is: UGA Extension Office
 Attn.: Director
 678 S Cobb Dr.
 Marietta, GA 30060

With a Copy to: County Manager
 100 Cherokee St.
 Marietta, GA 30090

The address of the University of Georgia Extension office is:

Office of the Associate Dean for Extension
College of Agricultural and Environmental Sciences
111 Conner Hall
Athens, GA 30602

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written.

COBB COUNTY, GEORGIA

By: _____

Lisa N. Cupid, Chairwoman
Board of Commissioners



Date: _____

3/15/22

ATTEST:

County Clerk

APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE

By: _____

Keg

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

7/13/21

**UNIVERSITY OF GEORGIA,
EXTENSION SERVICES**

By: _____

DocuSigned by:
Laura Perry Johnson
Vice President for Public Service and Outreach,
University of Georgia

Date: 09/14/2021 | 8:13 PM EDT

EXHIBITS

Addendums A & B

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the Extension personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to Extension personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as separately negotiated and agreed on an annual basis. Such annual compensation shall be subject to and contingent upon funding as a part of the County's annual budget and approval process. The parties further agree:

1. UGA Extension shall employ and supervise Extension personnel. It shall be the responsibility of UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary for new hires. UGA Extension will provide this information to the County for review. The County shall also have the right to make recommendations to UGA Extension regarding Extension personnel performance.
2. UGA Extension shall serve as the employer of record for Extension personnel and therefore shall:
 - a. Provide legally required health insurance, retirement benefits, and any other benefits deemed appropriate;
 - b. Provide legally required worker's compensation insurance; and
 - c. Pay applicable FICA taxes; and
 - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension and the County may recommend potential Extension personnel in compliance with Equal Employment Opportunity regulations. Either party may provide the other party with written reasons for each disapproval of a personnel recommendation.
4. In the event the work of any Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. The employer of record shall have the right to terminate or transfer personnel from the Extension office. Either party may recommend a replacement, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years, or as otherwise required by law, unless an audit has begun but not been completed or if the audit findings have not been resolved

at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards, and in accordance with all applicable County policies.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as budgeted by the County and agreed to on an annual basis, which amount(s) may vary. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.
9. The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County, to the attention of the County Manager and the County Finance Director, reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within thirty (30) days of receipt of the statement.
10. The County portion of employee salaries may be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension at least 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.
11. UGA Extension and the County agree to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when a UGA Extension employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share of compensation shall be mutually agreed-upon and based solely on the individual's time serving the County in his or her capacity as part of the Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

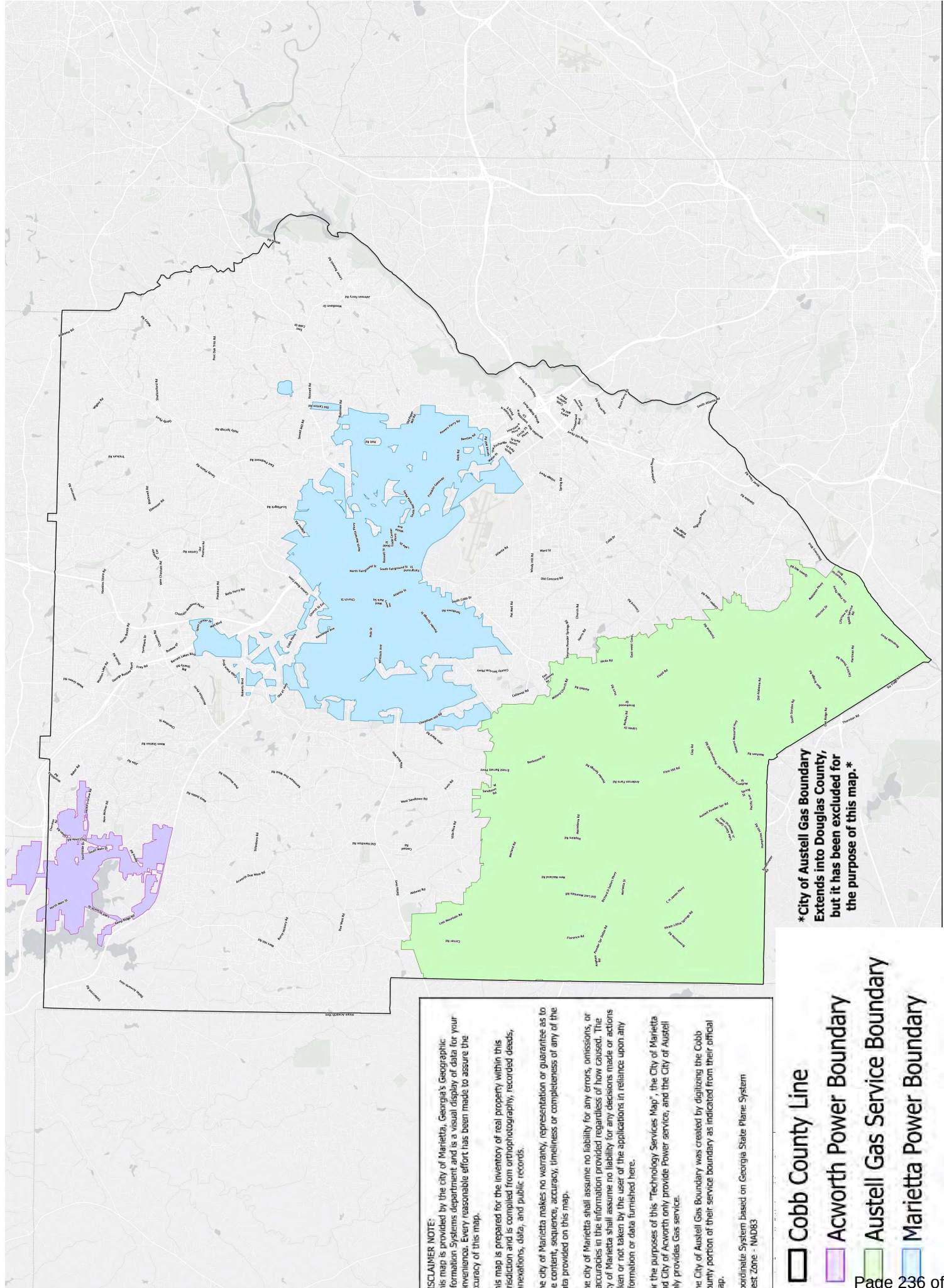
In choosing Cooperative Contract Pay, the County desires for Extension personnel to receive 100% of their compensation directly from UGA Extension payroll. The County shall then reimburse UGA Extension for an agreed-upon amount, to be determined on an annual basis. Such annual compensation shall be subject to and contingent upon funding as a part of the County's annual budget and approval process. The amount of compensation to Extension personnel under this option, as well as the County's and UGA Extension's responsibility for the Extension personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as separately negotiated and agreed on an annual basis.

However, for administrative purposes, compensation for the Extension personnel paid under the Cooperative Contract Pay selection will come directly from UGA Extension, with UGA Extension invoicing the County and the County reimbursing UGA Extension for the County's proportionate share. The parties further agree:

1. UGA Extension shall employ and supervise County Extension personnel. The County shall also have the right to oversee, audit and review Extension personnel performance. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid, subject to the County's review. The County shall also have the right to make recommendations to UGA Extension regarding Extension personnel performance.
2. UGA Extension shall serve as the employer of record and therefore shall:
 - a. Provide legally required health insurance, retirement benefits, and any other benefits deemed appropriate;
 - b. Provide legally required worker's compensation insurance; and
 - c. Pay applicable FICA taxes; and
 - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
3. UGA Extension and the County may recommend potential County Extension personnel in compliance with Equal Employment Opportunity regulations. Either party may provide the other party with written reasons for each disapproval of a personnel recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. The employer of record shall have the right to terminate or transfer personnel from the Extension office. Either party may recommend a replacement, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and

disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years, or as otherwise required by law, unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards, and in accordance with all applicable County policies.
7. UGA Extension shall pay salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County's payment or reimbursement of Extension personnel income or benefits shall depend on the amounts as budgeted by the County and agreed to on an annual basis, which amount(s) may vary. The County shall pay to UGA Extension the agreed upon portion of the salaries and associated benefits of certain Extension personnel within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County, to the attention of the County Manager and Finance Director, reflecting the County portion of the Extension personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.
9. The County portion of employee salaries may be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension at least 30 days prior to effective date. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary.
10. UGA Extension and the County agree to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the Extension office.



EXECUTION COPY

AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT

between

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

and

CITY OF KENNESAW, GEORGIA

DATED AS OF THE EFFECTIVE DATE

[Original Operating Agreement dated as of December 1, 1991,
and amended as of October 1, 1996]

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EXHIBIT A - ANNUAL EXCESS TAX PAYMENTS CALCULATION SPREADSHEET

AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT

THIS AMENDED AND RESTATED GALLERIA OPERATING AGREEMENT (this “**Agreement**”) is dated as of the Effective Date (as defined herein), by and between the **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY**, a body corporate and politic created and existing under the laws of the State of Georgia (the “**State**”), and the **CITY OF KENNESAW, GEORGIA**, a municipal corporation created and existing under the laws of the State, and amends and restates in its entirety the Prior Operating Agreement (as defined herein).

WHEREAS, the Authority (as defined herein) has heretofore been created pursuant to the Cobb-Marietta Coliseum and Exhibit Hall Authority Act (Georgia Laws 1980 p. 4091 *et seq.*, as amended, the “**Authority Act**”) and the Authority is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, the Authority was created for the general purpose of “. . . developing and promoting for the public good in this state the cultural growth, public welfare, education and recreation of the people of this state, including the erection and construction of a building or buildings which shall be public buildings to be used for amusement purposes or educational purposes or a combination of the two, and for fairs, expositions, or exhibitions in connection therewith, and the purchase of lands, easements, rights and lands and franchises for construction of such facility or facilities and for use in connection therewith . . .”;

WHEREAS, pursuant to the authority granted in the Authority Act, the Authority is empowered to undertake, without limitation, “. . . the acquisition, construction, equipping, maintenance and operation of multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agricultural events, theatrical and musical performances, conventions and other public entertainments, which facilities if acquired or constructed after May 8, 2018 must be managed and operated directly by the Authority for its own use and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants, and facilities for the purveying of foods, beverages, publications, souvenirs, novelties, and goods of all kinds, whether operated or purveyed directly or indirectly through concessions, licenses, leases or otherwise, parking facilities or parking areas in connection therewith, recreational centers and areas including, but not limited to, gymnasium and athletic facilities and related buildings, and the usual and convenient facilities appertaining to such undertakings and the extension and improvements of such facilities, acquiring the necessary property therefor, both real and personal and the lease, sale and licensing of any part or all of such facilities, including real and personal property, to any persons, firms or corporations whether public or private so as to assure the efficient and proper development, maintenance, and operation of such facilities and areas, deemed by the Authority to be necessary, convenient, or desirable . . .”;

WHEREAS, the City (as defined herein) is a municipal corporation organized and existing under the laws of the State of Georgia;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State (the “**State Constitution**”) authorizes the expenditure of public funds by counties and municipal corporations for parks, recreational areas, programs and facilities;

WHEREAS, Article IX, Section III, Paragraph I of the State Constitution (the “**Intergovernmental Contracts Clause**”) authorizes intergovernmental contracts between any “. . . county, municipality, school district or political subdivision of the state . . . with each other or any other public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment. . .”;

WHEREAS, pursuant to the Authority Act, the Intergovernmental Contracts Clause of the State Constitution and other applicable provisions of State law, the Authority and the City entered into the Original Operating Agreement (as defined herein) as an intergovernmental contract for the provision of services and facilities in connection the hereinafter defined Galleria Project;

WHEREAS, the City is authorized to levy and collect within its boundaries, an excise tax upon the furnishing for value of public accommodations (the “**Hotel/Motel Tax**”) pursuant to the Hotel/Motel Tax Law (as defined herein), which Hotel/Motel Tax on the Effective Date is levied by the City at the rate of eight percent (8%) of the amount of the lodging charges actually collected;

WHEREAS, O.C.G.A. § 36-82-60 et seq. (the “**Revenue Bond Law**”) and in particular O.C.G.A. § 36-82-61(4)(e) authorizes the issuance of revenue bonds by governmental bodies for “. . . buildings to be constructed and used for the housing of exhibits for fairs and educational purposes; buildings to be used for the housing of livestock, horses, cattle, swine, poultry and agricultural exhibits for exhibition purposes; the erection and construction of buildings to be used for amusement or educational purposes or a combination of the two; and such buildings to be used for fairs, expositions, or exhibitions in connection therewith . . .”;

WHEREAS, on December 17, 1991, the Authority issued \$48,200,000 original aggregate principal amount of its Revenue Bonds, Series 1991 (the “**Series 1991 Bonds**”) pursuant to the Senior Lien Indenture (as defined hereinafter) in order to finance the acquisition and construction of that certain multi-use civic center, exhibit hall and meeting facilities known as “Cobb Galleria Centre” as a public facility to be owned and operated by the Authority, all for the benefit of the residents within the boundaries of the County (as defined herein);

WHEREAS, in order to secure payment of the Series 1991 Bonds and any additional bonds issued under the Senior Lien Indenture, the Authority pledged all revenues derived under the Original Funding Agreement (as defined herein) to the payment of principal of and interest on the Senior Lien Bonds (as defined herein);

WHEREAS, in connection with the Original Funding Agreement and the issuance of the Series 1991 Bonds issued to finance the acquisition and construction of the Galleria Project, the Authority and the City entered into the Original Operating Agreement with respect to the original Galleria Project;

WHEREAS, on May 18, 1993, the Authority issued \$47,965,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 1993 (the “**Series 1993 Bonds**”) in order to refund a portion of the Series 1991 Bonds;

WHEREAS, in order to finance certain additions to the Galleria Project, the Authority issued \$22,300,000 original aggregate principal amount of its Junior Lien Revenue Bonds, Series 1996A (the “**Series 1996A Junior Lien Bonds**”) on October 15, 1996 in accordance with the 1996 Funding Agreement Amendment and the 1996 Operating Agreement Amendment (both as defined herein);

WHEREAS, on October 19, 1999, the Authority issued \$23,950,000 original aggregate principal amount of its Revenue Bonds, Series 1999 (the “**Series 1999 Bonds**”) in order to finance the construction of an expansion of the Galleria Project;

WHEREAS, on March 15, 2005, the Authority issued \$15,375,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 2005 (the “**Series 2005 Bonds**”) in order to refund a portion of the outstanding Series 1999 Bonds;

WHEREAS, on December 3, 2009, the Authority issued \$14,335,000 original aggregate principal amount of its Junior Lien Revenue Refunding Bonds, Series 2009 (the “**Series 2009 Junior Lien Bonds**”)

pursuant to the Trust Indenture and Security Agreement dated as of October 1, 2009 (the “**Junior Lien Indenture**”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “**Junior Lien Trustee**”) in order to refund all of the Authority’s then outstanding Series 1996A Junior Lien Bonds;

WHEREAS, as of September 1, 2023, the Authority’s outstanding \$12,720,000 aggregate principal amount of Series 1993 Senior Lien Bonds and its outstanding \$6,175,000 aggregate principal amount of Series 2005 Senior Lien Bonds, which together totaled \$18,895,000 (collectively, the “**Existing Senior Lien Bonds**”), were the Authority’s only outstanding Senior Lien Bonds, and have a final maturity date of October 1, 2026;

WHEREAS, all previously outstanding Series 2009 Junior Lien Bonds were paid in full and the Junior Lien Trustee discharged the Junior Lien Indenture on or about July 11, 2023;

WHEREAS, pursuant to House Bill 658 of the 2017-2018 General Session of the State General Assembly (“**HB 658**”), which became effective as of July 1, 2018, the expiration of the period of time during which the Hotel/Motel Tax may be levied and collected in the City was extended from not later than December 31, 2028 to not later than December 31, 2053;

WHEREAS, pursuant to Senate Bill 489 of the 2017-2018 General Session of the State General Assembly (“**SB 489**”), which became effective as of May 8, 2018, the Authority Act was amended to limit the types of facilities to be financed by the Authority’s revenue bonds after May 8, 2018 to those facilities that are operated and managed directly by the Authority for its own use;

WHEREAS, the parties acknowledge that certain relevant circumstances of the Authority and certain of the Cities have changed since the effective date of the Original Operating Agreement and that the Authority desires to issue additional bonds in the future to be secured in whole or in part by the pledge of the City’s payments of 62.5% of its Hotel/Motel Tax revenues to or for the account of the Authority pursuant to the Funding Agreement (as defined herein); and

NOW, THEREFORE, the Authority and the City have agreed to enter this Agreement in order to amend and restate the Prior Operating Agreement in its entirety and have agreed to contemporaneously enter into the Funding Agreement in order to amend and restate the Prior Funding Agreement (as defined herein) in its entirety.

IN CONSIDERATION OF Ten Dollars in hand paid, the respective covenants, representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Authority and the City agree as follows, including, without limitation, that the foregoing premises and Whereas paragraphs shall be, and are hereby declared to be, substantive provisions of this Agreement:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, (a) the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined and (b) all capitalized terms and phrases used herein, but not defined herein, shall have the meanings assigned thereto under the Funding Agreement:

“1996 Funding Agreement Amendment” means the Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Funding Agreement.

“1996 Operating Agreement Amendment” means the Amendment No. One to Operating Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Operating Agreement.

“Additional Senior Lien Bonds” means Senior Lien Bonds or any other form of senior lien financing or refinancing or refunding payable from or secured by, in whole or in part, directly or indirectly, any Cities Hotel/Motel Tax Payments or funds derived directly or indirectly from or in connection with Cities Hotel/Motel Tax Payments payable under or in connection with this Agreement (including, without limitation, any such financing pursuant to a financing plan not involving bonds per se), issued or entered into by the Authority after September 1, 2023.

“Annual Excess Tax Payments” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the remaining balance amount that would have remained in the Tax Payments Fund at the end of such Fiscal Year after (a) deducting all amounts paid pursuant to subparts (i) through and including (iv) of Section 4.2(b) of this Agreement during such Fiscal Year as if no other amounts had been withdrawn from the Tax Payments Fund, (b) adding the amount of any Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and (c) adding the amount of any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund, as determined at the end of each Fiscal Year in accordance with Section 4.2(b)(vi) hereof.

“Annual Excess Tax Payments Above the Cap” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the amount by which the total Annual Excess Tax Payments amount exceeds the amount of the Cap on Authority’s Excess Portion for such Fiscal Year.

“Authority” means the Cobb-Marietta Coliseum and Exhibit Hall Authority, a body corporate and politic created and existing under the laws of the State, and its successors and assigns.

“Authority Bond Documents” means, collectively, this Agreement, the Funding Agreement, the Senior Lien Indenture and all other Bond Financing Documents to which the Authority is or will be a party or is or will be bound or subject, and all amendments or supplements to any such document.

“Authority’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, an amount equal to 62.5% of the Annual Excess Tax Payments for such Fiscal Year, subject to the Cap on Authority’s Excess Portion, provided, such amount also shall be subject to the Cap on Authority’s Excess Portion.

“Bond Financing Documents” means, collectively, the Funding Agreement, the Senior Lien Indenture and any other document evidencing, governing or securing repayment of Senior Lien Bonds or necessary or appropriate in connection with the issuance and sale of Additional Senior Lien Bonds, including, but not limited to, disclosure documents, validation documents and any bond insurance policy.

“Bondholders” means the registered owner of any outstanding Senior Lien Bonds.

“Cap on Authority’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, the amount equaling (x) 1.25 multiplied by (y) the highest Fiscal Year total of the amount of all County Tax Payments and all Cities Hotel/Motel Tax Payments paid by the County and Cities to the Authority or the Senior Lien Trustee by or on behalf of the Authority in the five most recent Fiscal Years.

“Cities” means, each respectively and all collectively, the City and the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with any other city located in the boundaries of the County that enters into a City Funding Agreement and a City Operating Agreement with the Authority, unless otherwise expressly provided herein, in each case for so long as any such city has a City Funding Agreement and a City Operating Agreement with the Authority in effect at the applicable time.

“Cities Hotel/Motel Tax Payments” means, collectively, the payments of Hotel/Motel Tax revenues paid by each of the Cities to or for the account of the Authority under the applicable City Funding Agreement, including the City’s payments of Hotel/Motel Tax revenues required pursuant to Section 4.4(a) of the Funding Agreement with respect to the Existing Senior Lien Bonds and the Additional Senior Lien Bonds prior to the Transition Date or required pursuant to Section 4.4(b) of the Funding Agreement with respect to the Additional Senior Lien Bonds on and after the Transition Date.

“City” means the City of Kennesaw, Georgia, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

“City’s Excess Portion” means with respect to each Fiscal Year commencing with Fiscal Year 2024, an amount equal to the City’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for such Fiscal Year.

“City Funding Agreement” means, each respectively and as applicable all collectively, (a) the Original City Funding Agreements in effect at the applicable time, (b) the Funding Agreement, and (c) the convention funding agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar convention funding agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“City Operating Agreement” means, each respectively and as applicable all collectively, (a) the Original City Operating Agreements in effect at the applicable time, (b) this Agreement, and (c) the operating agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar operating agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“Conforming City” and **“Conforming Cities”** means, each respectively and collectively, as applicable, each of the Cities that has entered into a Conforming City Funding Agreement and a Conforming City Operating Agreement with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement, which may include a new city located in the boundaries of the County.

“Conforming City Funding Agreement” means, each respectively and collectively, as applicable, a City Funding Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“Conforming City Operating Agreement” and **“Conforming Cities Operating Agreements”** means, each respectively and collectively, as applicable, a City Operating Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments collections, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“County” means Cobb County, Georgia, a political subdivision of the State.

“County Collection Fee(s)” means the collection fee payable to the County in accordance with the County Operating Agreement for costs incurred by the County in connection with levying, collecting and administering the Hotel/Motel Tax and the Liquor-by-the-Drink Tax, which collection fee shall be calculated in accordance with the County Operating Agreement.

“County Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Hotel/Motel Tax Payments” means the payments of Hotel/Motel Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Liquor-by-the-Drink Tax Payments” means the payments of Liquor-by-the-Drink Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Monthly Contract Payments” means the payments due to the County monthly in accordance with the County Operating Agreement.

“County Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Tax Payments” means the County’s payments of its Hotel/Motel Tax revenues and the County’s payments of its Liquor-by-the-Drink Tax revenues required pursuant to Section 4.4 of the County Funding Agreement.

“County/Cities Hotel/Motel Tax Payments” means, collectively, the County Hotel/Motel Tax Payments and the Cities Hotel/Motel Tax Payments.

“County/Cities Tax Payments” means, collectively, all County Tax Payments and all Cities Hotel/Motel Tax Payments.

“CT&T” means Cobb Travel & Tourism, Inc., a Georgia nonprofit corporation, or any successor nonprofit corporation or alternative nonprofit corporation approved by the County and the Authority and satisfying the requirements of the Hotel/Motel Tax Law with respect to such nonprofit corporation’s expenditure of County/Cities Hotel/Motel Tax Payments pursuant to a contract with the County or the Authority as a qualified expenditure under the Hotel/Motel Tax Law.

“Effective Date” means October 1, 2024.

“Existing Galleria Project” means the multipurpose convention, exhibit hall and meeting facilities commonly referred to as the Cobb Galleria Centre, any associated parking areas or improvements thereto and all other facilities and improvements determined by the Authority to be necessary or convenient in connection with the Cobb Galleria Centre, which may include, without limitation, related lands, air space, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed for the benefit of the citizens of the County, as the same exists on September 1, 2023.

“Financed Project” or “Financed Projects” means, collectively and each respectively, (a) the Galleria Project and (b) any other facilities, buildings, structures, improvements, expansions, additions, replacements, renovations, related lands, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), and any other multi-use coliseum and civic center type facilities of the type described in the Authority Act, in each case if and to the extent acquired, constructed, rehabilitated or installed by or on behalf of the Authority after September 1, 2023 and financed in whole or in part by Senior Lien Bonds, provided, however, that all such facilities acquired, constructed or installed after May 8, 2018 must be managed and operated directly by the Authority for its own use on behalf of the citizens of the County.

“Fiscal Year” means the fiscal year for the Authority ending September 30 of each year or such fiscal year as may be changed by appropriate proceedings of the Authority.

“Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of the Effective Date, by and between the Authority and the City, as the same may be supplemented or amended from time to time.

“funds derived from County/Cities Tax Payments” or any similar or comparable phrase shall include, without limitation, net investment earnings on County/Cities Tax Payments, except only during the Gap Period net investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund rather than the Tax Payments Fund shall be excluded.

“Future Galleria Project” means any future Financed Project consisting of improvements of, additions to or expansions of the Existing Galleria Project after September 1, 2023, which may include, without limitation, related lands, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed directly by the Authority for its own use for the benefit of the citizens of the County.

“Galleria Project” means, collectively, the Existing Galleria Project and any Future Galleria Project.

“Gap Period” means the period of time commencing on September 1, 2023 and ending, as applicable, (a) with respect to any Original City Funding Agreement and Original City Operating Agreement, on the date such Cities and the Authority have executed a Conforming City Funding Agreement and a Conforming City Operating Agreement or (b) on the termination date of an Original City Funding Agreement and Original City Operating Agreement in the event the same are never amended or amended and restated or otherwise modified after September 1, 2023.

“Hotel/Motel Tax Law” means O.C.G.A. Title 48, Chapter 13, Article 3 *et seq.*, as amended, including in particular, without limitation, O.C.G.A. § 48-13-51(a)(5.1), authorizing the governing authority of each county within the State, within the territorial limits of the special district (created under O.C.G.A. § 48-13-51) and each municipality in the State located within the special district, to levy and collect an excise tax upon the furnishing of public accommodations at the applicable rate or rates specified therein.

“Liquor-by-the-Drink Tax” means the excise tax levied and collected by the County upon the sale of distilled spirits by-the drink pursuant to O.C.G.A. Title 3, Chapter 4, Article 5, Part 3, *et seq.*, as amended.

“O.C.G.A.” means the Official Code of Georgia Annotated, as amended.

“Operating Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Operating Revenue Fund created pursuant to and governed by Section 4.1 of this Agreement.

“Original City Funding Agreement” and **“Original City Funding Agreements”** means, each respectively and all collectively, the City Convention Funding Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original City Operating Agreement” and **“Original City Operating Agreements”** means, each respectively and all collectively, the Operating Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original Funding Agreement” means the Convention Funding Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Original Operating Agreement” means the Operating Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Prior Funding Agreement” means the Original Funding Agreement, as amended by the 1996 Funding Agreement Amendment.

“Prior Operating Agreement” means the Original Operating Agreement, as amended by the 1996 Operating Agreement Amendment.

“Project” or **“Projects”** means, collectively and each respectively, the Galleria Project, any other Financed Project existing on September 1, 2023 and any future Financed Project undertaken in accordance with the Funding Agreement and this Agreement.

“Project Operating Revenues” means in the aggregate with respect to all Projects under this Agreement any and all gross revenues, receipts, income, rent, concessions and other money of any nature or in any form whatsoever received by or on behalf of the Authority or accruing to the benefit of the Authority from or in connection with the Galleria Project or any other Financed Project, including, without limitation, revenues from any ground lease, rental agreement, user or occupancy agreement, operating agreement, license or concession agreement, franchise agreement, or any similar or comparable type agreement or arrangement, lease or sale of air rights, any sale, lease or other disposition of naming rights and/or signage rights, or any other lease, sale or disposition of property or assets or any kind, any investment earnings on any of the foregoing revenues and during the Gap Period any investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund, but excluding all County/Cities Tax Payments from the County or any of the Cities, all net investment earnings on County/Cities Tax Payments deposited into the Tax Payments Fund and all other funds derived from County/Cities Tax Payments.

“Project Working Capital Reserve” means funds in an amount not to exceed the sum of 2.0 multiplied by the monthly average amount of the Authority’s then current Fiscal Year’s estimated operating

and maintenance expenses of the Galleria Project and all Financed Projects, which amount the Authority may retain in the Operating Revenue Fund in accordance with Section 4.1(b) hereof.

“Pro-Rata Share Per H/MT Contributions” means a pro-rata share of the amount of County/Cities Hotel/Motel Tax Payments made by the County and by all Cities with respect to, as applicable in the context, a calendar month or a Fiscal Year; for example, during Fiscal Year 2022 the City’s Pro-Rata Share Per H/MT Contributions was 0.2% because the total amount of the Cities Hotel/Motel Tax Payments attributed to the City with respect to Fiscal Year 2022 equaled \$25,252 which was 0.2% of the total \$13,037,517 of County/Cities Hotel/Motel Tax Payments made by the County and all Cities to or on behalf of the Authority with respect to such Fiscal Year 2022.

“R&E Minimum Balance Requirement” shall have the meaning set forth in Section 4.3(c) hereof.

“Renewal and Expansion Fund” or **“R&E Fund”** means the Renewal and Expansion Fund created pursuant to and governed by Section 4.3 of this Agreement, together with any other reserve funds established by the Authority during the Term of this Agreement serving a comparable purpose as the R&E Fund regardless of how such other reserve fund is labeled or characterized (excluding any debt service reserve funds for Senior Lien Bonds held by the Senior Lien Trustee under the Senior Lien Indenture or under a similar Bond Financing Document, excluding the Project Working Capital Reserve and excluding the reserve funds and renewal and expansion funds established exclusively for other Authority projects such as the Performing Arts Center).

“Senior Lien Bonds” means, collectively, the Existing Senior Lien Bonds and any Additional Senior Lien Bonds, which are secured under the Senior Lien Indenture by a senior priority pledge of and lien on the County/Cities Tax Payments.

“Senior Lien Indenture” means the Trust Indenture dated as of November 1, 1991, by and between the Authority and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee, and as successor to First Union National Bank of Georgia, as trustee, pursuant to which the Senior Lien Bonds have been issued, as supplemented and amended by the First Supplemental Indenture, dated as of April 1, 1993, the Second Supplemental Indenture, dated as of October 1, 1999, and the Third Supplemental Indenture, dated as of February 1, 2005, as the same may be further amended or supplemented or replaced by a successor document from time to time hereafter.

“Senior Lien Trustee” means U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association and First Union National Bank of Georgia, each respectively, as trustee, or any successor trustee appointed pursuant to the terms of the Senior Lien Indenture.

“Tax Payments Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Tax Payments Fund created pursuant to and governed by Section 4.2 of this Agreement.

“Term” means the term of this Agreement set forth in Section 7.1 hereof.

“Transition Date” means the first date on which no Existing Senior Lien Bonds remain outstanding, which date as of September 1, 2023 is expected to be October 2, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1 **Representations and Agreements by the Authority.** The Authority makes the following representations and agreements as the basis for the undertakings on its part herein contained:

(i) The Authority is a body corporate and politic created and existing under the laws of the State, including in particular the Authority Act and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence; the Authority is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The Authority has the power to enter into this Agreement and to perform all obligations contained herein, is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, by proper action has duly authorized the execution, delivery and performance of this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained prior to or as of the Effective Date hereof;

(iii) The Authority is empowered specifically (a) to borrow money and to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project” as defined in the Authority Act as of the time of such issuance or for the purpose of refunding any such bonds of the Authority theretofore issued, and to otherwise carry out its purposes, and to pay all costs of the Authority incident to or necessary and appropriate to such purposes, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, including, without limitation, contracts with the City, and (c) to pledge or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Authority;

(iv) The Authority is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents it from entering into this Agreement and performing its obligations hereunder;

(v) The issuance and sale of the Senior Lien Bonds, the execution and delivery of this Agreement, the Senior Lien Indenture and all other Authority Bond Documents, and the performance of all covenants and agreements of the Authority contained in this Agreement and the other Authority Bond Documents and of all other acts and things required under the State Constitution and laws of the State to make this Agreement and each other Authority Bond Document a valid and binding obligation of the Authority in accordance with its respective terms are authorized by law and have been (or will be as to Authority Bond Documents with respect to Additional Senior Lien Bonds) duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(vi) This Agreement, the Senior Lien Indenture and the other Authority Bond Documents have been or will be duly executed and delivered by the Authority and do or will constitute its legal, valid, and binding obligation enforceable in accordance with their respective terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(vii) The authorization, execution, delivery, and performance by the Authority of this Agreement, the Senior Lien Indenture and the other Authority Bond Documents and compliance by the

Authority with the respective provisions hereof and thereof do not and will not violate the State Constitution or the laws of the State or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound or subject;

(viii) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Agreement, the Funding Agreement, the Senior Lien Indenture or the other Authority Bond Documents or the ability of the Authority to comply with any of its obligations under this Agreement, the Funding Agreement, the Senior Lien Indenture or the other Authority Bond Documents; and

(ix) The Authority shall make the payments required pursuant to the Funding Agreement or this Agreement, included, without limitation, the payments to the City required under Sections 4.1, 4.2, 4.3, 4.4 and 4.5 hereof, all at the times and in the amounts provided in this Agreement.

Section 2.2 Representations and Agreements by the City. The City makes the following representations and agreements:

(i) The City is a municipal corporation of the State duly created and existing under the laws of the State; the City is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The City has the power and authority to enter into and execute and deliver this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained as of the Effective Date hereof;

(iii) This Agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(iv) The authorization, execution, delivery, and performance by the City of this Agreement and compliance by the City with the provisions thereof do not violate the State Constitution or the laws of the State relating to the City or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(v) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse effect on the right of the City to execute this Agreement or the Funding Agreement, or its ability to comply with any of its obligations under this Agreement or the Funding Agreement; and

(vi) The City has, pursuant to resolutions and ordinances duly adopted by its governing body, authorized the levy and collection of its Hotel/Motel Tax, and certain revenues derived from such levy shall be used and applied as provided in the Funding Agreement and this Agreement during the Term of this Agreement.

ARTICLE III

ISSUANCE OF SENIOR LIEN BONDS; CONSTRUCTION AND OPERATION OF FINANCED PROJECTS

Section 3.1 Additional Senior Lien Bonds Proposed after the Effective Date.

The City agrees that the Authority may issue Additional Senior Lien Bonds in accordance with the Senior Lien Indenture after the Effective Date without any further approval of the City and that such Additional Senior Lien Bonds shall be secured by the County/Cities Tax Payments to the same extent and in the same manner as the Senior Lien Bonds outstanding on the Effective Date; provided, however, no such Additional Senior Lien Bonds may mature later than October 1, 2053.

Section 3.2 Operation of Financed Projects; Payment of Operating Expenses; Rate Covenant.

(a) The Authority at all times (i) shall operate the Galleria Project and all other Financed Projects undertaken after the Effective Date hereof economically, efficiently and consistent with good business practices and in compliance with the terms of the Authority Act, (ii) shall maintain the Financed Projects in good condition and shall promptly repair, replace and restore any damage to or destruction of any of the Financed Projects or any portion thereof, (iii) shall maintain adequate insurance with respect to all Projects and all operations of the Authority in accordance with Section 6.9 hereof, and (iv) shall cause all Projects to be maintained and operated so as to make the benefits thereof generally available to the residents within the boundaries of the County.

(b) The Authority shall pay or cause to be paid from Project Operating Revenues all reasonable and necessary costs of operating, maintaining and repairing the Financed Projects including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Financed Projects, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses of the Authority and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Financed Projects in accordance with sound business practice, as specified under Section 4.1(b) hereof.

(c) The Authority shall cause the Project to be operated and maintained economically, efficiently and consistent with good business practices and in compliance with the terms of the Authority Act. The Authority shall at all times maintain the Project in good condition and repair and shall promptly repair, replace or restore any damage or destruction to the Project or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof. It shall also cause the Project to be maintained and operated so as to make its benefits generally available to the residents within the boundaries of the County, and it shall establish and maintain, or cause to be established and maintained, a schedule of rates, fees and charges for the use of the facilities constituting the Project in accordance with the terms hereof; provided, however, this subsection (c) shall not preclude the Authority from deviating from such schedule and/or negotiating specific rates, fees and charges for specific events and uses.

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ARTICLE IV

CREATION OF FUNDS; FLOW OF FUNDS

Section 4.1 Operating Revenue Fund.

(a) The Authority shall create and maintain a special fund designated as the “Cobb-Marietta Coliseum and Exhibit Hall Authority – Galleria Operating Revenue Fund” separate and apart from other funds and accounts of the Authority.

(b) Commencing on September 1, 2023, the Authority promptly shall collect and deposit into the Operating Revenue Fund and shall use and apply in accordance with this Section 4.1(b) all Project Operating Revenues; provided, however, in no event shall County/Cities Tax Payments or funds received by or on behalf of the Authority derived from or in connection with County/Cities Tax Payments (including, without limitation, payments received by the Authority from the Senior Lien Trustee under the Senior Lien Indenture) be deposited into the Operating Revenue Fund, and instead such funds shall be deposited into the Tax Payments Fund in accordance with Section 4.2 hereof; provided further, however, only if required under an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, Cities Hotel/Motel Tax Payments required to be deposited into the Operating Revenue Fund and applied in accordance with such Original City Operating Agreement may be so deposited and applied only during the Gap Period, but shall be treated as though they are held in the Tax Payments Fund for purposes of all calculations required under this Agreement; and provided further, however, in accordance with Section 4.3 hereof certain specified Authority’s Excess Portion funds (comprised of funds derived from County/Cities Tax Payments) may be transferred from the Renewal and Expansion Fund to the Operating Revenue Fund in accordance with Section 4.3(d)(iv) hereof. Subject to the foregoing, the Authority shall apply money deposited into the Operating Revenue Fund only for the following purposes in the following order of priority:

(i) First, only if required by an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, during the Gap Period to the payment of any excess Cities Hotel/Motel Tax Payments payable to such Cities from the Operating Revenue Fund in accordance with such Original City Operating Agreement;

(ii) Second, to the payment of operating and maintenance expenses of the Galleria Project and any other Financed Projects in accordance with Section 3.2 hereof and payment of all administrative expenditures related to the Senior Lien Bonds such as Senior Lien Trustee’s fees and expenses, rating agency fees, rebate analyst’s fees and arbitrage rebate payments, and when applicable the transfer to the Tax Payments Fund of an amount equal to the amount of any County Tax Payments and any Cities Hotel/Motel Tax Payments (if paid by Conforming Cities) applied by the Senior Lien Trustee to pay any Rebate Amount under the Senior Lien Indenture;

(iii) Third, only if required by an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, during the Gap Period to the payment of any collection fees due to such Cities in accordance with such Original City Operating Agreement;

(iv) Fourth, subject to the limitations stated hereinafter, to the payment of any amounts for the promotion of tourism, convention or trade shows in the boundaries of the County, including,

without limitation, any such amounts required under agreements with CT&T, the County, the State, a department of the State, a convention and visitor's bureau created by local act of the Georgia General Assembly for a municipality or county, a private sector non-profit organization or some combination of the foregoing;

(v) Fifth, the Authority may retain in the Operating Revenue Fund an amount not to exceed the permitted amount of the Project Working Capital Reserve; and

(vi) Sixth, all remaining funds in the Operating Revenue Fund shall be transferred monthly to the Renewal and Expansion Fund.

Notwithstanding the foregoing, (A) the payments under subpart (ii) of this Section 4.1(b) of expenses relating to the promotion of destination tourism including, but not limited to, the cost of promoting tourism, convention or trade shows in the boundaries of the County, whether paid under an agreement or contract with CT&T or another third party (excluding any amounts owed to the County under a contract with the County), shall be subordinate to all County Monthly Contract Payments and all County Collection Fees payable to the County under the County Operating Agreement and shall not be considered a cost of operating and maintaining the Galleria Project or any other Financed Project under Section 3.2 hereof or Section 4.1(b)(i) hereof or under any other agreement between the Authority and the County; and (B) in the event the County is not paid in full when due the County Monthly Contract Payment in accordance with the County Operating Agreement or not paid in full when due the County Collection Fee in accordance with the County Operating Agreement and for so long as such amounts or any portion thereof remain unpaid, the Authority shall not pay any amounts under subpart (ii) of this Section 4.1(b) unless such expenditures are specifically approved in writing as set forth in the County Operating Agreement.

Section 4.2 Tax Payments Fund.

(a) The Authority shall create and maintain a special fund designated as the "Cobb-Marietta Coliseum and Exhibit Hall Authority–Galleria Tax Payments Fund" separate and apart from other funds and accounts of the Authority, and the depository bank's records thereof shall be available for inspection on behalf of the City during normal business hours.

(b) Commencing on September 1, 2023, the Authority shall deposit into the Tax Payments Fund all County/Cities Tax Payments and all payments received by the Authority from the Senior Lien Trustee under the Senior Lien Indenture derived from or in connection with County/Cities Tax Payments (including, without limitation, all net investment earnings on funds derived from County/Cities Tax Payments held in the Tax Payments Fund), provided, however, only if required under an Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, Cities Hotel/Motel Tax Payments required to be deposited into the Operating Revenue Fund and applied in accordance with such Original City Operating Agreement may be so deposited and applied only during the Gap Period, but shall be treated as though they are held in the Tax Payments Fund for purposes of all calculations required under this Agreement. Subject to the foregoing, the Authority shall apply money deposited into the Tax Payments Fund for the following purposes in the following order of priority applying the following specified funds at the following times:

(i) First, monthly on or before the 20th day of each calendar month, payment to the Senior Lien Trustee for deposit into the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture (as such Fund and Accounts or functionally equivalent funds and accounts are identified in the Senior Lien Indenture) in the event that in any month there is a deficiency in the amount required to be on

deposit in the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture, applying first all available County/Cities Hotel/Motel Tax Payments funds, and only if such funds are insufficient, then applying available County Liquor-by-the-Drink Tax Payments funds;

(ii) Second, monthly on or before the 25th day of each calendar month, payment to the County and the Conforming Cities based on the amount due the County and due each of such Conforming City (A) the County Monthly Contract Payments and (B) the monthly contract payments (if any) due the respective Conforming Cities pursuant to the respective Conforming City Operating Agreement, applying first all available County/Cities Hotel/Motel Tax Payments funds, and only if such funds are insufficient, then applying available County Liquor-by-the-Drink Tax Payments funds, and any deficiency in the amount of such County Monthly Contract Payments due to the County and monthly contract payments due to the respective Conforming Cities shall remain due and payable, shall accumulate and shall be added to the next succeeding County Monthly Contract Payments due to the County and monthly contract payments (if any) due to the respective Conforming Cities until paid in full;

(iii) Third, monthly on or before the 25th day of each calendar month, payment pro-rata to the County of the County Collection Fee and the collection fee due to the Conforming Cities (if any) pursuant to the respective Conforming Cities Operating Agreements, applying available County Hotel/Motel Tax Payments funds to pay the County Collection Fee with respect to County Hotel/Motel Tax Payments, applying available Cities Hotel/Motel Tax Payments funds to pay to Conforming Cities (if any) the collection fee due to such Conforming Cities, if any, and applying available County Liquor-by-the-Drink Tax Payments funds to pay the County Collection Fee with respect to the County Liquor-by-the-Drink Tax Payments; in the event the amount of specified funds on deposit in the Tax Payments Fund is not sufficient to pay in full when due such County Collection Fees and Conforming Cities collection fees, payment of such amounts shall be made pro-rata to the County and the applicable Conforming Cities based on the amount due the County and due each of such Conforming Cities (if any), and any deficiency in the amount of such collection fee payments shall remain due and payable, shall accumulate and shall be added to the next succeeding collection fee payments until paid in full;

(iv) Fourth, subject to the limitations set forth hereinafter, and only if and to the extent each such expenditure (x) is an itemized expenditure as set forth in the County Operating Agreement, and (y) conforms to the requirements of the Hotel/Motel Tax Law, cash amounts payable monthly by the Authority to CT&T pursuant to a contract between the Authority and CT&T or other amounts required under agreements for the promotion of tourism, convention or trade shows in the boundaries of the County in accordance with the Hotel/Motel Tax Law, with the County, the State, a department of the State, a convention and visitor's bureau created by local act of the Georgia General Assembly for a municipality or county, a private sector non-profit organization or some combination of the foregoing, provided, however, no money derived from the Liquor-by-the-Drink Tax shall be used for this purpose, and further provided, however, no funds shall be applied to pay or reimburse the Authority for the value of any non-cash in-kind consideration granted by the Authority to CT&T or any other entity such as the value of free or complimentary office space, and the value of any such non-cash in-kind consideration shall not be included in any calculation under this Agreement or the Funding Agreement;

(v) Fifth, provided all amounts payable in accordance with subparts (i) through and including (iv) of this Section 4.2(b) have been paid in full, monthly no earlier than the 25th day of each calendar month, (A) for September 2023, transfer to the R&E Fund the balance in the Tax Payments Fund, and (B) beginning upon the commencement of Fiscal Year 2024 and continuing

throughout the Term of this Agreement, transfer to the R&E Fund no more than 62.5% of the remaining balance that would have remained in the Tax Payments Fund (including, without limitation, Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund but to be treated as though held in the Tax Payments Fund) after deducting the payments made pursuant to subparts (i) through and including (iv) of this Section 4.2(b); provided, however, each such monthly transfer shall be subject to an annual accounting at the end of each Fiscal Year to determine the amount that would have remained in the Tax Payments Fund at the end of each Fiscal Year after accounting for and including in such calculations any Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund and any other Cities Hotel/Motel Tax Payments not deposited into the Tax Payments Fund but to be treated as though held in the Tax Payments Fund, and also after deducting all amounts paid pursuant to subparts (i) through and including (iv) of this Section 4.2(b) as if no other amounts had been withdrawn from the Tax Payments Fund (such Fiscal Year end remaining balance amount for each respective Fiscal Year is referred to herein as the “Annual Excess Tax Payments,” as more fully defined in Article I hereof), which calculation shall be done consistent with the example set forth in the Annual Excess Tax Payments Calculation Spreadsheet attached hereto as Exhibit A, provided, however, in the event of any conflict between the terms of this Agreement and the example set forth in Exhibit A hereto, the terms of this Agreement shall control; and the Authority shall be entitled to transfer to the R&E Fund with respect to each Fiscal Year no more than 62.5% of the Annual Excess Tax Payments (such 62.5% amount for each respective Fiscal Year is referred to herein as the “Authority’s Excess Portion,” as more fully defined in Article I hereof); provided further, however, in each Fiscal Year commencing with respect to Fiscal Year 2024, the amount the Authority may transfer to the R&E Fund shall be further restricted by and shall not exceed the amount equal to (x) 1.25 multiplied by (y) the highest Fiscal Year total County/Cities Hotel/Motel Tax Payments paid to the Authority or Senior Lien Trustee on behalf of the Authority by the County and the Cities plus the total County Liquor-by-the-Drink Tax Payments, in each case in the five most recent Fiscal Years (the “Cap on Authority’s Excess Portion,” as more fully defined in Article I hereof); and

(vi) Sixth, commencing with respect to Fiscal Year 2024 and continuing throughout the Term of this Agreement, annually no later than sixty (60) days after the end of each such Fiscal Year, (w) payment to the County of the County’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments (the amount of such County’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for each respective Fiscal Year is referred to herein as the “County’s Excess Portion,” as more fully defined in Article I hereof), (x) payment to each of the Conforming Cities their respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments, if due under a Conforming City Operating Agreement (the amount of the City’s Pro-Rata Share Per H/MT Contributions of 37.5% of the Annual Excess Tax Payments for each respective Fiscal Year is referred to herein as the “City’s Excess Portion,” as more fully described in Article I hereof), (y) payment to the County of its Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap in such Fiscal Year, and (z) if and to the extent applicable under a Conforming City Operating Agreement, payment to each Conforming City of its respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap; provided the Authority will apply the remaining County Liquor-by-the-Drink Tax Payments funds first and then to the extent necessary apply the County Hotel/Motel Tax Payments funds to pay to the County its pro-rata share of the Annual Excess Tax Payments Above the Cap; and provided further, the County’s Excess Portion shall not be paid to the County and no portion of the Annual Excess Tax Payments shall be paid to any of the Conforming Cities to the extent such payment would result in the balance in the Renewal and Expansion Fund being less than the R&E Minimum Balance Requirement determined in accordance with the limitations set forth in Section 4.3(d)(vi) hereof.

Notwithstanding the foregoing, (A) the payments under subpart (iv) of this Section 4.2(b) of expenses relating to the promotion of destination tourism including, but not limited to, the cost of promoting tourism, convention or trade shows in the boundaries of the County, whether paid under an agreement or contract with CT&T or another third party (excluding any amounts owed to the County under a contract with the County), shall be subordinate to all County Monthly Contract Payments and all County Collection Fees payable to the County under this Agreement and shall not be considered a cost of operating and maintaining the Galleria Project or any other Financed Project under Section 3.2 hereof or under any other agreement between the Authority and the County; and (B) in the event the County is not paid in full when due the County Monthly Contract Payment or not paid in full when due the County Collection Fee and for so long as such amounts or any portion thereof remain unpaid, the Authority shall not pay or transfer from the Tax Payments Fund or otherwise pay any funds attributable to County Tax Payments (x) any amounts under subpart (iv) of this Section 4.2(b) or (y) any amounts under subpart (v) of this Section 4.2(b), unless such expenditures are specifically approved as set forth in the County Operating Agreement.

(c) Attached hereto as Exhibit A is the Annual Excess Tax Payments Calculation Spreadsheet.

(d) In no event shall funds in the Tax Payments Fund be applied except as explicitly set forth in this Section 4.2.

Section 4.3 Renewal and Expansion Fund

(a) The Authority shall create and maintain a special fund designated as “Cobb-Marietta Coliseum and Exhibit Hall Authority–Galleria Renewal and Expansion Fund” separate and apart from other funds of the Authority.

(b) Pursuant to Section 4.1(b)(iv) hereof and, only if required under any Original City Operating Agreement in effect and unmodified as of September 1, 2023 and only for so long as such Original City Operating Agreement remains in effect in accordance with its original terms and unmodified, pursuant to any such Original Operating Agreement during the Gap Period, the Authority shall transfer to the Renewal and Expansion Fund monthly all money remaining in the Operating Revenue Fund (except the Project Working Capital Reserve amount and except revenues received but not earned during the respective period).

(c) No withdrawal shall be made from the Renewal and Expansion Fund except as permitted under this Section 4.3(c) unless the remaining balance in the Renewal and Expansion Fund will equal no less than \$4,000,000 (the “R&E Minimum Balance Requirement”). In the event any withdrawal from the Renewal and Expansion Fund would cause the balance in the Renewal and Expansion Fund to be less than the R&E Minimum Balance Requirement, then withdrawals shall be made only for the purposes set forth in subparts (i) through and including (iii) of Section 4.3(d) hereof and transfers to the Operating Revenues Fund shall be made only to pay specific operating expenses expressly determined by the Authority to be necessary for required operations after depletion of the Project Working Capital Reserve and only to pay specific capital expenditures expressly determined by the Authority to be necessary for required emergency capital improvements or emergency repairs. In the event the R&E Minimum Balance Requirement is satisfied and will remain satisfied following proposed withdrawals, then the Authority shall disburse funds from the Renewal and Expansion Fund in accordance with all subparts of Section 4.3(d) hereof.

(d) The Authority shall disburse funds from the Renewal and Expansion Fund for the purposes set forth in subparts (i), (ii) and (iii) when provided hereinafter in the stated order of priority; and to the extent of available money in the Renewal and Expansion Fund and subject to and in accordance with Section 4.3(c) hereof, the Authority may disburse funds from the Renewal and Expansion Fund for any purpose set forth hereinafter:

(i) First, on or before the 20th day of any applicable calendar month, payment to the Senior Lien Trustee for deposit into the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture in the event that in any month there is a deficiency in the amount required to be on deposit in the Debt Service Account or the Debt Service Reserve Account of the Senior Lien Sinking Fund under the Senior Lien Indenture;

(ii) Second, on or before the 25th day of any applicable calendar month, payment of any County Monthly Contract Payment payable to the County that has not been paid in full when due and any similar monthly contract payment due to any Conforming Cities in accordance with the Conforming Cities Operating Agreements that has not been paid in full when due;

(iii) Third, on or before the 25th day of any applicable calendar month, payment of any County Collection Fee payable to the County that has not been paid in full when due and any similar collection fee due to any Conforming Cities in accordance with the Conforming Cities Operating Agreements that has not been paid in full when due;

(iv) Fourth, transfer to the Operating Revenue Fund amounts required to pay operating and maintenance expenses of the Galleria Project and any other Financed Project to the extent money in the Operating Revenue Fund are not sufficient for such purpose;

(v) Fifth, in case of an emergency having a major effect upon a Financed Project caused by some extraordinary occurrence that makes it necessary to use such funds for the alleviation or removal of such effects and insufficient money is available in the Operating Revenue Fund to meet such emergency; and

(vi) Sixth, payment of the costs of capital improvements, replacements, additions, expansions, renovations and improvements and acquiring equipment and paying the cost of any architectural or engineering studies, surveys or plans and specifications pertaining to the future development or expansion of the Galleria Project or any other Financed Project, provided, however, such expenditures shall not reduce the balance in the R&E Fund to less the R&E Minimum Balance Requirement and provided further, however, no payment shall be made under this subsection (vi) if the making of such payment would jeopardize the ability of the Authority to make the payment in full of (w) the County's Excess Portion of the Annual Excess Tax Payments, (x) the Cities' respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments, (y) the County's Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap, and (z) the Cities' respective Pro-Rata Share Per H/MT Contributions of the Annual Excess Tax Payments Above the Cap, all in accordance with Section 4.2(b)(vi) hereof, and provided further, however, specific capital expenditures expressly determined by the Authority to be necessary for required emergency capital improvements or emergency repairs shall be an exception to the provisions of preceding provisos in this subsection (vi).

Section 4.4 Payment of City's Monthly Contract Payments. The Authority shall repay to the City monthly, on or before the 25th day of each calendar month, an amount equal to 40 percent of the Cities Hotel/Motel Tax Payments paid by the City pursuant to Section 4.4(a) or 4.4(b) of the Funding Agreement (such 40% being the "City Monthly Contract Payment"). In the event that an increase in Hotel/Motel Tax revenues is payable due to an expansion of the corporate limits of the City as provided in Section 4.3 of the Funding Agreement, the amount payable to City as the City Monthly Contract Payment shall be increased to an amount equal to 62.5 percent of the Cities Hotel/Motel Tax Payments paid by the City which is attributable solely to the Hotel/Motel Tax revenues collected within the additional area included within the City. The Authority shall make such payment to the City from money on deposit in the Tax Payments Fund in accordance with Section 4.2(b)(ii) hereof promptly following the Authority's

payment to the Senior Lien Trustee in accordance with Section 4.2(b)(i) or if necessary from money on deposit in the Renewal and Expansion Fund in accordance with Section 4.3(d)(ii) hereof. Any deficiency in the amount of the City Monthly Contract Payment to the City required under this Section 4.4 shall remain due to the City, shall accumulate and shall be added to the next succeeding payment due to the City under this Section 4.4 until paid in full.

Section 4.5 **Payment of City's Collection Fee.** The Authority shall pay to the City monthly, on or before the 25th day of each calendar month, a collection fee for costs incurred by the City in connection with levying, collecting and administering the Hotel/Motel Tax. The Authority shall make the payment from money on deposit in the Tax Payments Fund in accordance with Section 4.2(b)(iii) hereof promptly following the Authority's payment to the Senior Lien Trustee in accordance with Section 4.2(b)(i) or if necessary from money on deposit in the Renewal and Expansion Fund in accordance with Section 4.3(d)(iii) hereof. The collection fee payable to the City hereunder shall be in an amount equal to (x) all Cities Hotel/Motel Tax Payments paid by the City during each applicable calendar month, (y) less amounts paid to the City pursuant to Section 4.4 hereof during such month, and (z) multiplied by five percent (5%). Any deficiency in the amount of the payment to the City required under this Section 4.5 shall remain due to the City, shall accumulate and shall be added to the next succeeding collection fee payment due to the City under this Section 4.5 until paid in full.

ARTICLE V

SPECIAL COVENANTS OF THE CITY AND THE AUTHORITY

Section 5.1 **Hotel/Motel Tax Budget Plan, and Quarterly and Annual Accounting.**

(a) In accordance with O.C.G.A. 48-13-51(a)(9)(A), prior to the commencement of each Fiscal Year during the Term of this Agreement, pursuant to the Hotel/Motel Tax Law the City shall adopt a hotel/motel tax budget plan specifying how the City's anticipated Hotel/Motel Tax receipts will be expended in accordance with the expenditure requirements of O.C.G.A. 48-13-51(a)(5.1) during the upcoming Fiscal Year. Prior to adoption of the budget plan, the City shall obtain and the Authority shall provide a budget for expenditures to be made by the Authority and such budget shall be a part of the City's budget plan.

(b) In accordance with O.C.G.A. 48-13-51(a)(9)(B)(i), the City's determination of whether the expenditure requirement under O.C.G.A. 48-13-51(a)(5.1) was satisfied for each Fiscal Year shall be prominently reflected in the audit report of the City. The calculation for determining whether the expenditure requirements have been met shall be determined by (i) calculating the amount of funds expended or contractually committed for expenditure during the Fiscal Year and (ii) expressing such amount as a percentage of Hotel/Motel Tax receipts during the Fiscal Year.

Section 5.2 **Reports to Department of Community Affairs.** The City shall file annually with the State Department of Community Affairs a report specifying the rate of taxation and amounts collected and expended pursuant to the Hotel/Motel Tax Law and any other information which may be required by the Department of Community Affairs pursuant to the Hotel/Motel Tax Law.

ARTICLE VI

SPECIAL COVENANTS AND AGREEMENTS OF THE AUTHORITY

Section 6.1 **Release Covenant.** The Authority covenants and agrees with the City that the City shall not be liable for, and to the full extent permitted by law the Authority shall hold the City harmless

from, any and all claims by or on behalf of any person arising from: (1) the conduct, operation or management of, or from any work or thing done in or on, any Project; (ii) any condition of any Project, (iii) any act of negligence, malfeasance or misconduct of the Authority or of any agents, contractors, servants, employees or licensees of the Authority or of any lessee or tenant of the Authority; and (iv) any loss or damage to property or any injury to or death of any persons occurring on or about or resulting from any defect in any Project.

Section 6.2 Financial Statements. The Authority will have a certified audit performed at the end of each Fiscal Year by a certified public accountant and will cause such audit to be completed and delivered to the City promptly upon completion and in any event within 180 days after the end of the Fiscal Year. The Authority will furnish the City with a copy of its audited financial statements promptly upon completion of the annual audit.

Section 6.3 Financial Information. The Authority shall furnish to the City upon written request any unaudited monthly financial statements prepared by or on behalf of the Authority's staff for presentation to the Authority.

Section 6.4 Rules and Regulations. The Authority covenants and agrees that (i) it will enforce or cause to be enforced reasonable rules and regulations governing the Galleria Project and all other Financed Projects and the operation thereof, (ii) all compensation, salaries, bonuses, fees and wages paid or caused to be paid by it in connection with the operation, repair and maintenance of the Financed Project will be reasonable, (iii) no more persons will be employed than are necessary, (iv) that it will operate in an efficient and economical manner, (v) it will at all times maintain or cause to be maintained the Galleria Project and all other Financed Projects in good repair and in sound operating condition, and will make or cause to be made all necessary repairs, renewals and replacements thereto, and (vi) it will comply or cause to be complied with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such undertaking and enterprise.

Section 6.5 Contracting Procedure. The Authority hereby covenants and agrees that any contract relating to the acquisition, construction, installation, extension, improvement, maintenance or repair of the Financed Project shall be procured in accordance with applicable law.

Section 6.6 Granting of Easements. The Authority may at any time or times cause to be granted easements, licenses, rights-of-way (temporary or perpetual and including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Galleria Project and all other Financed Projects and may cause to be released existing easements, licenses, rights-of-way and other rights or privileges in the nature of easements, held with respect to any property included in the Galleria Project and all other Financed Projects for reasonable and adequate consideration. In connection with any such grant or any sale permitted hereunder, if any, the Authority agrees that it shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or asset.

Section 6.7 Discharge of Liens. The Authority will promptly pay, or cause to be discharged, or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands, which, if unpaid, might by law become a lien upon the Galleria Project or any other Financed Project, or any part thereof, or upon the revenues therefrom; provided, however, that nothing contained in this Section shall require the Authority to pay, or cause to be discharged, or make provision

for, any such lien or charge, so long as the validity thereof shall be contested in good faith with due diligence and by appropriate legal proceedings.

Section 6.8 Maintenance of Insurance; Damage; Destruction or Condemnation of Financed Projects.

(a) The Authority will carry adequate public liability, fidelity, and property insurance with respect to the Galleria Project and all other Financed Projects, with reasonable deductible amounts as applicable; all such policies shall be for the benefit of and made payable to the Authority; and the Authority will provide copies of such policies to the City upon written request.

(b) The proceeds of the Authority's property insurance coverage shall be available for and shall be applied to the repair and replacement of the damaged or destroyed property; provided, that in the event the Authority shall obtain a certification of an independent architect or engineer to the effect that the applicable Project cannot be repaired to a condition permitting its operation substantially at the level of operation prior to such damage or destruction, then the proceeds of such coverage shall be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay principal and interest on the applicable Senior Lien Bonds then outstanding or, if such certification is to the effect that the applicable Project may be operated substantially at the level of operation prior to such damage or destruction without such repair or replacement, then the proceeds may be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date. Except to the extent such proceeds are payable to third parties, the proceeds of the performance and payment bonds or other insurance during construction shall be available for and shall, to the extent necessary, be applied to the completion of the applicable Project and of any renewal, replacement, addition, extension, or improvement to such Project in connection with which such coverage was obtained, but to the extent not so used shall be deposited in, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date.

(c) All insurance policies or other evidence of the coverage required hereunder shall be open to inspection of the City and its respective duly authorized agents, accountants, attorneys, experts and representatives at reasonable times and upon reasonable request.

(d) In the event the Galleria Project or any other Financed Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority shall apply the proceeds of any such condemnation award to restore the applicable Project to substantially the same condition as before such taking; provided, that if the Authority shall obtain a certification of an independent architect or engineer to the effect that such Project cannot be restored to a condition permitting its operation at substantially the level of operation prior to such taking, then the proceeds of such condemnation award shall be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay principal and interest on the applicable Senior Lien Bonds then outstanding or, if such certification is to the effect that such Project may be operated substantially at the level of operation prior to such taking without such restoration, then the proceeds of such condemnation award may be deposited to, as applicable with respect to such Project, the Senior Lien Sinking Fund and used to pay the principal of or interest on the applicable Senior Lien Bonds on the next succeeding payment date.

Section 6.9 Books and Records. The Authority covenants that it will keep the funds and accounts of the Cities Hotel/Motel Tax Payments, the Senior Lien Bonds, and the Galleria Project and each Financed Project separate from all other funds and accounts of the Authority, or any of its departments, and that it will keep accurate records and accounts of all items of cost and all expenditures relating to the

Financed Projects, and of the revenues collected and the application thereof, and that it will keep said records and accounts with respect to its physical properties in such manner that it will be possible at all times to identify both the amounts and the terms of all additions and retirements. The City and its respective agents, accountants, attorneys, engineers, experts and representatives shall have the right, at reasonable times and upon reasonable notice, to inspect all books and records of the Authority, whether in the Authority's possession or otherwise accessible by the Authority, relating to the Cities Hotel/Motel Tax Payments, the Senior Lien Bonds, and the Galleria Project and all other Financed Projects.

Section 6.10 Access to the Project. The Authority agrees that the City and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Galleria Project and all other Financed Projects at all reasonable times and on reasonable notice.

Section 6.11 Encumbrance or Sale of any Portion of the Project. So long as any of the Senior Lien Bonds shall be outstanding and unpaid, the Authority will not encumber the Galleria Project or any other Financed Project or any part thereof, and it will not sell or otherwise dispose of any Project or any part thereof, except it may sell any Financed Project as a whole, or substantially as a whole, to the State, the County or the Cities or to any other public body or authority authorized to own or operate such Financed Project only if the proceeds of such sale will be at least sufficient to provide for the defeasance of all Senior Lien Bonds in accordance with the Senior Lien Indenture and to pay all amounts due to the City under this Agreement or the Funding Agreement, and provided that the proceeds of any such sale to the extent necessary shall be deposited with the Senior Lien Trustee in trust and applied by it to the defeasance of all Senior Lien Bonds in accordance with the Senior Lien Indenture and payment of all amounts due to the City. Nothing contained herein, however, shall preclude sale of a part of a Project (a) in the ordinary course of business with respect to equipment no longer needed for the operating of such Project, or (b) in the event the sale would not in any way materially adversely affect the operations or revenue producing capability of the Financed Project and the proceeds from such sale will be applied to payment of all amounts due to the City and the retirement of an agreed-upon pro-rata portion of the then outstanding Senior Lien Bonds (as agreed by the City and the Authority) or as otherwise expressly approved in writing by the City.

Section 6.12 Employment of Project Supervisor. The Authority will employ an experienced Project Supervisor during the construction of any additions, extensions or improvements to the Galleria Project or any other Financed Project for the purpose of supervising such construction of such Project and such additions, extensions and improvements thereof.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Effective Date and Term of Agreement. This Agreement shall be effective as of the Effective Date. The Term of this Agreement shall commence on the Effective Date and shall expire and terminate on the date of the first to occur of the following, in each case provided that all City's Excess Portion of all Annual Excess Tax Payments and all other amounts owed to the City under this Agreement or under the Funding Agreement have been paid in full (including, without limitation, the City's Excess Portion of the Annual Excess Tax Payments with respect to the Fiscal Year during which the Term ends): (i) the first date on which no Existing Senior Lien Bonds remain outstanding in the event no Additional Senior Lien Bonds have been issued in accordance with this Agreement and the Funding Agreement by September 30, 2026 or (ii) the first date on which no Additional Senior Lien Bonds remain outstanding, whether by full and final payment or by defeasance in accordance with the Senior Lien Indenture, which date shall be no later than the final maturity date of any Additional Senior Lien Bonds issued after the Effective Date hereof; provided, however, in no event shall the Term of this Agreement extend beyond October 1, 2053; and provided further, however, in no event shall the cumulative time period comprised of

the sum of (i) the length of the time period from the Effective Date to the date of termination of the last surviving provision of this Agreement plus (ii) the length of the time period from the Effective Date to the final termination date of the Original Operating Agreement exceed fifty (50) years.

Section 7.2 Independent Contractor. In performing this Agreement, the Authority is acting as an independent contractor. The City shall not have any power to control the means, methods or techniques by which the Authority undertakes the activities or projects contemplated by this Agreement, except as may be otherwise expressly provided in this Agreement.

Section 7.3 No Interest for City. By virtue of this Agreement, the City shall not have or hereafter acquire any legal or equitable interest of any nature in, under or to (i) any part of the property, real or personal, tangible or intangible, comprising or used in the Financed Projects, (ii) the leases, licenses, contracts, accounts or other intangible rights or obligations acquired or incurred by the Authority in connection with the acquisition, construction, improvement, equipping or operation of the Financed Projects, or (iii) the operating revenues of the Financed Projects except as otherwise agreed to between the City and the Authority.

Section 7.4 Third Party Beneficiaries. Nothing in this Agreement is intended or shall be deemed to confer any interest in this Agreement or benefit on persons not named parties to this Agreement.

Section 7.5 No Additional Waiver Implied by One Waiver. If any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6 Amendment. This Agreement may be amended or supplemented only by a formal written amendment or supplement duly approved by the respective governing body of each party and duly executed on behalf of the Authority and the City. No consent or agreement of any person not a party to this Agreement (including the Senior Lien Trustee or Bondholders) shall be required for amendment of this Agreement.

Section 7.7 Agreement to Pay Attorneys' Fees and Expenses.

(a) In the event the City is determined to have defaulted under any of the provisions of this Agreement and the Authority employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

(b) In the event the Authority is determined to have defaulted under any of the provisions of this Agreement and the City employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Authority herein contained, the Authority agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 7.8 Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered in person or when sent by registered courier or registered over-night delivery service or when mailed by registered or certified

mail, return receipt requested, in each case with postage or other charges prepaid, to the parties hereto at the following addresses or such other address designated by such party in writing:

Authority: Cobb-Marietta Coliseum and Exhibit Hall Authority
Two Galleria Parkway
Atlanta, Georgia 30339
Attention: General Manager/CEO

City: City of Kennesaw, Georgia
2521 J.O. Stephenson Ave.
Kennesaw, Georgia 30144
Attention: City Administrator

Section 7.9 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 7.10 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.11 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.12 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 7.13 Law Governing this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue over any claim or dispute arising under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

Section 7.14 Prior Operating Agreements. Any and all prior agreements, leases, operating contracts, management contracts, or any other agreements or parts thereof in effect on or after the date of the Original Operating Agreement between the Authority and the City with respect to its Hotel/Motel Tax and the Galleria Project are hereby repealed and terminated and same shall be of no force and effect upon the execution, delivery and effectiveness of this Agreement.

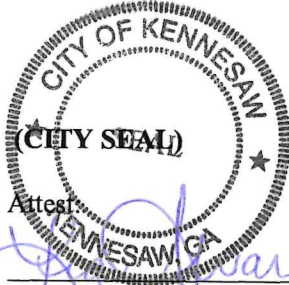
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Operating Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Secretary-Treasurer



Attest:

City Clerk

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND EXHIBIT
HALL AUTHORITY**

By: _____
Chairman

Date: _____

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: 02/17/25

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Operating Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Connie F. Engle
Secretary-Treasurer

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND EXHIBIT
HALL AUTHORITY**

By: Jerry W. Nix

Chairman

Date: Feb 24, 2025

(CITY SEAL)

Attest:

City Clerk

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____

Mayor

Date: _____

EXHIBIT A: ANNUAL EXCESS TAX PAYMENTS CALCULATION SPREADSHEET – FY 2022 EXAMPLE

**Cobb-Marietta Coliseum and Exhibit Hall Authority
Annual Excess Tax Payment (AETP)
FY2022**

	HMT Cobb	HMT Marietta	HMT Smyrna	HMT Acworth	HMT Austell	HMT Kennesaw	HMT Powder Springs	LBTB Cobb	TOTAL
Trustee or Authority									
Receipts of Tax Payments	\$19,305,793	\$717,692	\$1,139,260	\$296,745	\$6,223	\$44,302	\$6,618	\$1,487,205	\$23,003,838
Trustee's Transfer to Debt Service Account in Sinking Fund (DS)									(6,582,030)
Debt Service Reserve Fund Replenishment Transfer (DSRF)									(-0-)
Net Investment Earnings on Tax Payments									36,924
Subtotal									<u>\$16,458,732</u>
Monthly Contract									
Payment	(7,239,673)	-0-	(511,794)	(118,698)	(2,489)	(17,721)	(2,647)		(7,893,022)
Collection Fees	(544,104)	-0-	(31,373)	(8,902)	(187)	(1,329)	(199)	(74,360)	(660,454)
Net Authority Receipts	<u>11,522,016</u>	<u>717,692</u>	<u>596,093</u>	<u>169,145</u>	<u>3,547</u>	<u>25,252</u>	<u>3,772</u>	<u>1,412,845</u>	<u>\$7,905,256</u>
	88.4%	5.5%	4.6%	1.3%	0.0%	0.2%	0.0%		
Less CT&T Cash Payment									<u>(1,104,036)</u>
Annual Excess Tax Payments									<u>\$6,801,220</u>
Authority Share (62.5%)									\$4,250,762
County/Cities Share (37.5%)									<u>\$2,550,458</u>
									<u>\$6,801,220</u>
FY 2022 Annual Excess Tax Payment	Pro Rata	AETP Payable	<i>Paid From HMT</i>	<i>LBTB</i>	<i>Total</i>				
Cobb County	88.4%	\$2,253,989	\$841,144	\$1,412,845	\$2,253,989				
Marietta	5.5%	140,398	140,398		140,398				
Smyrna	4.6%	116,610	116,610		116,610				
Acworth	1.3%	33,089	38,089		33,089				
Austell	0.0%	694	694		694				
Kennesaw	0.2%	4,940	4,940		4,940				
Powder Springs	0.0%	738	738		738				
	<u>100.0%</u>	<u>\$2,550,458</u>	<u>\$1,137,613</u>	<u>\$1,412,845</u>	<u>\$2,550,458</u>				

* FY 2022 Annual Excess Tax Payments - Breakdown

LBTB Portion	\$1,412,845
HMT Portion	<u>\$5,388,375</u>
	<u>\$6,801,220</u>

Annual Excess Tax Payment to be calculated monthly, with final annual true-up calculation to control.

Annual Excess Tax Payment defined as (a) HMT plus LBTB receipts plus Net Investment Earnings on Tax Payments, less (b) DS, DSRF, Monthly Contract Payment, Collection Fees, CT&T cash payments.

Annual Excess Tax Payment distribution percentages based on HMT only, excludes the County's LBTB.

* HMT applied to DS, DSRF and CT&T cash payments first, then LBTB applied as needed.

EXECUTION COPY

AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT

between

COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY

and

CITY OF KENNESAW, GEORGIA

DATED AS OF THE EFFECTIVE DATE

[Original Convention Funding Agreement dated as of December 1, 1991
and amended as of October 1, 1996]

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AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT

THIS AMENDED AND RESTATED GALLERIA CONVENTION FUNDING AGREEMENT (this “**Agreement**”) is dated as of the Effective Date (as defined herein), by and between the **COBB-MARIETTA COLISEUM AND EXHIBIT HALL AUTHORITY**, a body corporate and politic created and existing under the laws of the State of Georgia (the “**State**”), and the **CITY OF KENNESAW, GEORGIA**, a municipal corporation created and existing under the laws of the State, and amends and restates in its entirety the Prior Funding Agreement (as defined herein).

WHEREAS, the Authority (as defined herein) has heretofore been created pursuant to the Cobb-Marietta Coliseum and Exhibit Hall Authority Act (Georgia Laws 1980 p. 4091 et seq., as amended, the “**Authority Act**”) and the Authority is now existing and operating and its members have been duly appointed and entered into their duties;

WHEREAS, the Authority was created for the general purpose of “. . . developing and promoting for the public good in this state the cultural growth, public welfare, education and recreation of the people of this state, including the erection and construction of a building or buildings which shall be public buildings to be used for amusement purposes or educational purposes or a combination of the two, and for fairs, expositions, or exhibitions in connection therewith, and the purchase of lands, easements, rights and lands and franchises for construction of such facility or facilities and for use in connection therewith . . .”;

WHEREAS, pursuant to the authority granted in the Authority Act, the Authority is empowered to undertake, without limitation, “. . . the acquisition, construction, equipping, maintenance and operation of multi-use coliseum and civic center type facilities to be used for athletic contests, games, meetings, trade fairs, expositions, political conventions, agricultural events, theatrical and musical performances, conventions and other public entertainments, which facilities if acquired or constructed after May 8, 2018 must be managed and operated directly by the Authority for its own use, and the usual facilities related thereto, including, without limitation, refreshment stands and restaurants, and facilities for the purveying of foods, beverages, publications, souvenirs, novelties, and goods of all kinds, whether operated or purveyed directly or indirectly through concessions, licenses, leases or otherwise, parking facilities or parking areas in connection therewith, recreational centers and areas including, but not limited to, gymnasium and athletic facilities and related buildings, and the usual and convenient facilities appertaining to such undertakings and the extension and improvements of such facilities, acquiring the necessary property therefor, both real and personal and the lease, sale and licensing of any part or all of such facilities, including real and personal property, to any persons, firms or corporations whether public or private so as to assure the efficient and proper development, maintenance, and operation of such facilities and areas, deemed by the Authority to be necessary, convenient, or desirable . . .”;

WHEREAS, the City (as defined herein) is a municipal corporation organized and existing under the laws of the State;

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of the State (the “**State Constitution**”) authorizes the expenditure of public funds by counties and municipal corporations for parks, recreational areas, programs and facilities;

WHEREAS, Article IX, Section III, Paragraph I of the State Constitution (the “**Intergovernmental Contracts Clause**”) authorizes intergovernmental contracts between any “. . . county, municipality, school district or political subdivision of the state . . . with each other or any other public agency, public corporation, or public authority for joint services, for the provision of services or for joint or separate use of facilities or equipment. . .”;

WHEREAS, pursuant to the Authority Act, the Intergovernmental Contracts Clause of the State Constitution and other applicable provisions of State law, the Authority and the City entered into the Original Funding Agreement (as defined herein) as an intergovernmental contract for the provision of services and facilities in connection with the Galleria Project (defined below);

WHEREAS, the City is authorized to levy and collect within its boundaries, an excise tax upon the furnishing for value of public accommodations (the “**Hotel/Motel Tax**”) pursuant to the Hotel/Motel Tax Law (as defined herein), which Hotel/Motel Tax on the Effective Date is levied by the City at the rate of eight percent (8%) of the amount of the lodging charges actually collected;

WHEREAS, O.C.G.A. § 36-82-60 et seq. (the “**Revenue Bond Law**”) and in particular O.C.G.A. § 36-82-61(4)(e) authorizes the issuance of revenue bonds by governmental bodies for “. . . buildings to be constructed and used for the housing of exhibits for fairs and educational purposes; buildings to be used for the housing of livestock, horses, cattle, swine, poultry and agricultural exhibits for exhibition purposes; the erection and construction of buildings to be used for amusement or educational purposes or a combination of the two; and such buildings to be used for fairs, expositions, or exhibitions in connection therewith . . .”;

WHEREAS, on December 17, 1991, the Authority issued \$48,200,000 original aggregate principal amount of its Revenue Bonds, Series 1991 (the “**Series 1991 Bonds**”) pursuant to the Senior Lien Indenture (as defined hereinafter) in order to finance the acquisition and construction of that certain multi-use civic center, exhibit hall and meeting facilities known as “Cobb Galleria Centre” as a public facility to be owned and operated by the Authority, all for the benefit of the residents within the boundaries of the County (as defined herein);

WHEREAS, in order to secure payment of the Series 1991 Bonds and any additional bonds issued under the Senior Lien Indenture, the Authority pledged all revenues derived under the Original Funding Agreement to the payment of principal of and interest on the Senior Lien Bonds (as defined herein);

WHEREAS, in connection with the Original Funding Agreement and the issuance of the Series 1991 Bonds issued to finance the acquisition and construction of the Galleria Project, the Authority and the City entered into the Original Operating Agreement (as defined herein) with respect to the original Galleria Project;

WHEREAS, on May 18, 1993, the Authority issued \$47,965,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 1993 (the “**Series 1993 Bonds**”) in order to refund a portion of the Series 1991 Bonds;

WHEREAS, in order to finance certain additions to the Galleria Project, the Authority issued \$22,300,000 original aggregate principal amount of its Junior Lien Revenue Bonds, Series 1996A (the “**Series 1996A Junior Lien Bonds**”) on October 15, 1996 in accordance with the 1996 Funding Agreement Amendment and the 1996 Operating Agreement Amendment (both as defined herein);

WHEREAS, on October 19, 1999, the Authority issued \$23,950,000 original aggregate principal amount of its Revenue Bonds, Series 1999 (the “**Series 1999 Bonds**”) in order to finance the construction of an expansion of the Galleria Project;

WHEREAS, on March 15, 2005, the Authority issued \$15,375,000 original aggregate principal amount of its Revenue Refunding Bonds, Series 2005 (the “**Series 2005 Bonds**”) in order to refund a portion of the outstanding Series 1999 Bonds;

WHEREAS, on December 3, 2009, the Authority issued \$14,335,000 original aggregate principal amount of its Junior Lien Revenue Refunding Bonds, Series 2009 (the “**Series 2009 Junior Lien Bonds**”) pursuant to the Trust Indenture and Security Agreement dated as of October 1, 2009 (the “**Junior Lien Indenture**”), by and between the Authority and U.S. Bank Trust Company, National Association, as successor trustee (the “**Junior Lien Trustee**”) in order to refund all of the Authority’s then outstanding Series 1996A Junior Lien Bonds;

WHEREAS, as of September 1, 2023, the Authority’s outstanding \$12,720,000 aggregate principal amount of Series 1993 Senior Lien Bonds and its outstanding \$6,175,000 aggregate principal amount of Series 2005 Senior Lien Bonds, which together totaled \$18,895,000 (collectively, the “**Existing Senior Lien Bonds**”), were the Authority’s only outstanding Senior Lien Bonds, and have a final maturity date of October 1, 2026;

WHEREAS, all previously outstanding Series 2009 Junior Lien Bonds were paid in full and the Junior Lien Trustee discharged the Junior Lien Indenture on or about July 11, 2023;

WHEREAS, pursuant to its terms, the Prior Funding Agreement will expire on October 2, 2028, or if on such date all bonds secured thereby have not been paid in full, then on the date all bonds secured thereby have been paid in full, but in no event in excess of fifty years after December 1, 1991;

WHEREAS, pursuant to House Bill 658 of the 2017-2018 General Session of the State General Assembly (“**HB 658**”), which became effective as of July 1, 2018, the expiration of the period of time during which the Hotel/Motel Tax may be levied and collected in the City was extended from not later than December 31, 2028 to not later than December 31, 2053;

WHEREAS, pursuant to Senate Bill 489 of the 2017-2018 General Session of the State General Assembly (“**SB 489**”), which became effective as of May 8, 2018, the Authority Act was amended to limit the types of facilities to be financed by the Authority’s revenue bonds after May 8, 2018 to those facilities that are operated and managed directly by the Authority for its own use;

WHEREAS, the parties acknowledge that certain relevant circumstances of the Authority and certain of the Cities have changed since the effective date of the Original Funding Agreement and that the Authority desires to issue additional bonds in the future to be secured in whole or in part by the pledge of the City’s payments of 62.5% of its Hotel/Motel Tax revenues to or for the account of the Authority pursuant to this Agreement;

WHEREAS, the Senior Lien Indenture requires the consent of the Senior Lien Trustee to an amendment of the Prior Funding Agreement and allows the Senior Lien Trustee to consent to any amendment, change or modification, among other purposes, as may be required in connection with additional bonds in accordance with the terms thereof or in connection with any other change therein that does not prejudice the interests of the Senior Lien Trustee or the Bondholders (as defined herein);

WHEREAS, the Senior Lien Trustee has consented to this Agreement; and

NOW, THEREFORE, the Authority and the City have agreed to enter this Agreement in order to amend and restate the Prior Funding Agreement in its entirety and have agreed to contemporaneously enter into the Operating Agreement (as defined herein) in order to amend and restate the Prior Operating Agreement (as defined herein) in its entirety.

IN CONSIDERATION OF Ten Dollars in hand paid, the respective covenants, representations and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged by each party hereto, the Authority and the City agree as follows, including, without limitation, that the foregoing premises and Whereas paragraphs shall be, and are hereby declared to be, substantive provisions of this Agreement:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined and (b) all capitalized terms and phrases used herein, but not defined herein, shall have the meanings assigned thereto under the Operating Agreement:

“1996 Funding Agreement Amendment” means the Amendment No. One to Convention Funding Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Funding Agreement.

“1996 Operating Agreement Amendment” means the Amendment No. One to Operating Agreement, dated as of October 1, 1996, between the Authority and the City amending the Original Operating Agreement.

“Additional Senior Lien Bonds” means Senior Lien Bonds or any other form of senior lien financing or refinancing or refunding payable from or secured by, in whole or in part, directly or indirectly, any Cities Hotel/Motel Tax Payments or funds derived directly or indirectly from or in connection with Cities Hotel/Motel Tax Payments payable under or in connection with this Agreement (including, without limitation, any such financing pursuant to a financing plan not involving bonds per se), issued or entered into by the Authority after September 1, 2023.

“Authority” means the Cobb-Marietta Coliseum and Exhibit Hall Authority, a body corporate and politic created and existing under the laws of the State, and its successors and assigns.

“Authority Bond Documents” means, collectively, this Agreement, the Operating Agreement, the Senior Lien Indenture and all other Bond Financing Documents to which the Authority is or will be a party or is or will be bound or subject, and all amendments or supplements to any such document.

“Bond Financing Documents” means, collectively, this Agreement, the Senior Lien Indenture and any other document evidencing, governing or securing repayment of Senior Lien Bonds or necessary or appropriate in connection with the issuance and sale of Additional Senior Lien Bonds, including, but not limited to, disclosure documents, validation documents and any bond insurance policy.

“Bondholders” means the registered owner of any outstanding Senior Lien Bonds.

“Business Day” means any day, other than a Saturday or Sunday, on which banking institutions are open on a full-service business basis in the city in which the designated corporate trust office of the Senior Lien Trustee is located and on which the payment system of the United States Federal Reserve is operational.

“Cities” means, each respectively and all collectively, the City and the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with any other city located in the boundaries of the County that enters into a City Funding Agreement and a City Operating

Agreement with the Authority, unless otherwise expressly provided herein, in each case for so long as any such city has a City Funding Agreement and a City Operating Agreement with the Authority in effect at the applicable time.

“Cities Hotel/Motel Tax Payments” means, collectively, the payments of Hotel/Motel Tax revenues paid by each of the Cities to or for the account of the Authority under the applicable City Funding Agreement, including the City’s payments of Hotel/Motel Tax revenues required pursuant to Section 4.4(a) hereof with respect to the Existing Senior Lien Bonds and the Additional Senior Lien Bonds prior to the Transition Date or required pursuant to Section 4.4(b) hereof with respect to the Additional Senior Lien Bonds on and after the Transition Date.

“City” means the City of Kennesaw, Georgia, a municipal corporation created and existing under the laws of the State, and its successors and assigns.

“City Funding Agreement” means, each respectively and as applicable all collectively, (a) the Original City Funding Agreements in effect at the applicable time, (b) this Agreement, and (c) the convention funding agreements by and between the Authority and each of the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar convention funding agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“City Operating Agreement” means, each respectively and all collectively, (a) the Original City Operating Agreements in effect at the applicable time, (b) the Operating Agreement, and (c) the operating agreements by and between the Authority and each the cities of Acworth, Austell, Marietta, Powder Springs, and Smyrna, unless otherwise expressly provided herein, together with each similar operating agreement between the Authority and a city located in the boundaries of the County entered into after September 1, 2023, as the same may be supplemented or amended from time to time.

“Conforming City” means, each respectively and collectively, as applicable, each of the Cities that has entered into a Conforming City Funding Agreement and a Conforming City Operating Agreement with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement, which may include a new city located in the boundaries of the County.

“Conforming City Funding Agreement” means, each respectively and collectively, as applicable, a City Funding Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“Conforming City Operating Agreement” means, each respectively and collectively, as applicable, a City Operating Agreement between a Conforming City and the Authority (regardless of its title and regardless of whether it is amended or amended and restated) with substantially similar substantive terms as the County Funding Agreement and the County Operating Agreement with respect to the extended Term, the percent of Hotel/Motel Tax revenues pledged to secure Additional Senior Lien Bonds, the payment and application of Cities Hotel/Motel Tax Payments collections, the flow of funds for Cities Hotel/Motel Tax Payments and County Hotel/Motel Tax Payments, the flow of funds for Project Operating Revenues, and the flow of funds for the Renewal and Expansion Fund.

“County” means Cobb County, Georgia, a political subdivision of the State.

“County Funding Agreement” means the Amended and Restated Galleria Convention Funding Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Hotel/Motel Tax Payments” means the payments of Hotel/Motel Tax revenues paid by the County to or on behalf of the Authority pursuant to the County Funding Agreement.

“County Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of September 1, 2023, between the County and the Authority, as the same may be supplemented or amended from time to time.

“County Tax Payments” means the County’s payments of its Hotel/Motel Tax revenues and the County’s payments of its Liquor-by-the-Drink Tax revenues required pursuant to Section 4.4 of the County Funding Agreement.

“County/Cities Tax Payments” means, collectively, all County Tax Payments and all Cities Hotel/Motel Tax Payments.

“Debt Service Reserve Account” means the Debt Service Reserve Account within the Sinking Fund established under the Senior Lien Indenture and held and administered by the Senior Lien Trustee in accordance with the Senior Lien Indenture or any comparable debt service reserve fund under any successor to the Senior Lien Indenture pursuant to which Additional Senior Lien Bonds are issued after September 1, 2023.

“Effective Date” means October 1, 2024.

“Existing Galleria Project” means the multipurpose convention, exhibit hall and meeting facilities commonly referred to as the Cobb Galleria Centre, any associated parking areas or improvements thereto and all other facilities and improvements determined by the Authority to be necessary or convenient in connection with the Cobb Galleria Centre, which may include, without limitation, related lands, air space, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed for the benefit of the citizens of the County, as the same exists on September 1, 2023.

“Financed Project” or **“Financed Projects”** means, collectively and each respectively, (a) the Galleria Project and (b) any other facilities, buildings, structures, improvements, expansions, additions, replacements, renovations, related lands, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), and any other multi-use coliseum and civic center type facilities of the type described in the Authority Act, in each case if and to the extent acquired, constructed, rehabilitated or installed by or on behalf of the Authority after September 1, 2023 and financed in whole or in part by Senior Lien Bonds, provided, however, that all such facilities acquired, constructed or installed after May 8, 2018 must be managed and operated directly by the Authority for its own use on behalf of the citizens of the County.

“funds derived from County/Cities Tax Payments” or any similar or comparable phrase shall include, without limitation, net investment earnings on County/Cities Tax Payments, except only during the Gap Period net investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund rather than the Tax Payments Fund shall be excluded.

“Future Galleria Project” means any future Financed Project consisting of improvements of, additions to or expansions of the Existing Galleria Project after September 1, 2023, which may include, without limitation, related lands, buildings, structures, fixtures, equipment and personalty appurtenant or convenient to such facilities (any and all of the aforesaid are referred to herein as “facilities” as a broadly construed all-inclusive term), all operated and managed directly by the Authority for its own use for the benefit of the citizens of the County.

“Galleria Project” means, collectively, the Existing Galleria Project and any Future Galleria Project.

“Gap Period” means the period of time commencing on September 1, 2023 and ending, as applicable, (a) with respect to any Original City Funding Agreement and Original City Operating Agreement, on the date any such Cities and the Authority have executed a Conforming City Funding Agreement and a Conforming City Operating Agreement or (b) on the termination date of an Original City Funding Agreement and Original City Operating Agreement in the event the same are never amended or amended and restated or otherwise modified after September 1, 2023.

“Hotel/Motel Tax Law” means O.C.G.A. Title 48, Chapter 13, Article 3 *et seq.*, as amended, including in particular, without limitation, O.C.G.A. § 48-13-51(a)(5.1), authorizing the governing authority of each county within the State, within the territorial limits of the special district (created under O.C.G.A. § 48-13-51) and each municipality in the State located within the special district, to levy and collect an excise tax upon the furnishing of public accommodations at the applicable rate or rates specified therein.

“Liquor-by-the-Drink Tax” means the excise tax levied and collected by the County upon the sale of distilled spirits by-the drink pursuant to O.C.G.A. Title 3, Chapter 4, Article 5, Part 3, *et seq.*, as amended.

“O.C.G.A.” means the Official Code of Georgia Annotated, as amended.

“Operating Agreement” means the Amended and Restated Galleria Operating Agreement, dated as of the Effective Date, by and between the Authority and the City, as the same may be supplemented or amended from time to time.

“Operating Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Operating Revenue Fund created pursuant to and governed by Section 4.1 of the Operating Agreement.

“Original City Funding Agreement” and **“Original City Funding Agreements”** means, each respectively and all collectively, the City Convention Funding Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original City Operating Agreement” and **“Original City Operating Agreements”** means, each respectively and all collectively, the Operating Agreements, dated December 1, 1991, between the Authority and each of the Cities, entered into in connection with the issuance of the Series 1991 Bonds, as amended from time to time and in effect as of September 1, 2023.

“Original Funding Agreement” means the Convention Funding Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Original Operating Agreement” means the Operating Agreement, dated as of December 1, 1991, between the Authority and the City, with respect to the original Galleria Project.

“Prior Funding Agreement” means the Original Funding Agreement, as amended by the 1996 Funding Agreement Amendment.

“Prior Operating Agreement” means the Original Operating Agreement, as amended by the 1996 Operating Agreement Amendment.

“Project” or **“Projects”** means, collectively and each respectively, the Galleria Project, any other Financed Project existing on September 1, 2023, and any future Financed Project undertaken in accordance with this Agreement and the Operating Agreement.

“Project Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority Project Fund created under and governed by the Senior Lien Indenture.

“Project Operating Revenues” means in the aggregate with respect to all Projects under this Agreement any and all gross revenues, receipts, income, rent, concessions and other money of any nature or in any form whatsoever received by or on behalf of the Authority or accruing to the benefit of the Authority from or in connection with the Galleria Project or any other Financed Project, including, without limitation, revenues from any ground lease, rental agreement, user or occupancy agreement, operating agreement, license or concession agreement, franchise agreement, or any similar or comparable type agreement or arrangement, lease or sale of air rights, any sale, lease or other disposition of naming rights and/or signage rights, or any other lease, sale or disposition of property or assets or any kind, any investment earnings on any of the foregoing revenues and during the Gap Period any investment earnings on Cities Hotel/Motel Tax Payments deposited into the Operating Revenue Fund, but excluding all County/Cities Tax Payments from the County or any of the Cities, all net investment earnings on County/Cities Tax Payments deposited into the Tax Payments Fund and all other funds derived from County/Cities Tax Payments.

“Renewal and Expansion Fund” or **“R&E Fund”** means the Renewal and Expansion Fund created pursuant to and governed by Section 4.3 of the Operating Agreement, together with any other reserve funds established by the Authority during the Term of the Operating Agreement serving a comparable purpose as the R&E Fund regardless of how such other reserve fund is labeled or characterized (excluding any debt service reserve funds for Senior Lien Bonds held by the Senior Lien Trustee under the Senior Lien Indenture or under a similar Bond Financing Document, excluding the Project Working Capital Reserve and excluding the reserve funds and renewal and expansion funds established exclusively for other Authority projects such as the Performing Arts Center).

“Revenue Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority Revenue Fund created under and governed by the Senior Lien Indenture.

“Senior Lien Bonds” means, collectively, the Existing Senior Lien Bonds and any Additional Senior Lien Bonds, which are secured under the Senior Lien Indenture by a senior priority pledge of and lien on the County/Cities Tax Payments.

“Senior Lien Indenture” means the Trust Indenture dated as of November 1, 1991, by and between the Authority and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association, as trustee, and as successor to First Union National Bank of Georgia, as trustee, pursuant to which the Senior Lien Bonds have been issued, as supplemented and amended by the First Supplemental Indenture, dated as of April 1, 1993, the Second Supplemental Indenture, dated as of October 1, 1999, and

the Third Supplemental Indenture, dated as of February 1, 2005, as the same may be further amended or supplemented or replaced by a successor document from time to time hereafter.

“Senior Lien Trustee” means U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association and First Union National Bank of Georgia, each respectively, as trustee, or any successor trustee appointed pursuant to the terms of the Senior Lien Indenture.

“Tax Payments Fund” means the Cobb-Marietta Coliseum and Exhibit Hall Authority - Galleria Tax Payments Fund created pursuant to and governed by Section 4.2 of the Operating Agreement.

“Term” means the term of this Agreement set forth in Section 4.1 hereof.

“Transition Date” means the first date on which no Existing Senior Lien Bonds remain outstanding, which date as of September 1, 2023 is expected to be October 2, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority makes the following representations and agreements as the basis for the undertakings on its part herein contained:

(i) The Authority is a body corporate and politic created and existing under the laws of the State, including in particular the Authority Act and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence; the Authority is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The Authority has the power to enter into this Agreement and to perform all obligations contained herein, is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, by proper action has duly authorized the execution, delivery and performance of this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained prior to or as of the Effective Date hereof;

(iii) The Authority is empowered specifically (a) to borrow money and to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or part of the cost of any “project” as defined in the Authority Act as of the time of such issuance or for the purpose of refunding any such bonds of the Authority theretofore issued, and to otherwise carry out its purposes, and to pay all costs of the Authority incident to or necessary and appropriate to such purposes, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, including, without limitation, contracts with the City, and (c) to pledge or assign any properties, revenues, income, tolls, charges, or fees owned or received by the Authority;

(iv) The Authority is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever which in any way limits, restricts, or prevents it from entering into this Agreement and performing its obligations hereunder;

(v) The issuance and sale of the Senior Lien Bonds, the execution and delivery of this Agreement, the Senior Lien Indenture and all other Authority Bond Documents, and the performance of all covenants and agreements of the Authority contained in this Agreement and the other Authority Bond Documents and of all other acts and things required under the State Constitution and laws of the State to make this Agreement and each other Authority Bond Document a valid and binding obligation of the Authority in accordance with its respective terms are authorized by law and have been (or will be as to Authority Bond Documents with respect to Additional Senior Lien Bonds) duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(vi) This Agreement, the Senior Lien Indenture and the other Authority Bond Documents have been or will be duly executed and delivered by the Authority and do or will constitute its legal, valid, and binding obligation enforceable in accordance with their respective terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(vii) The authorization, execution, delivery, and performance by the Authority of this Agreement, the Senior Lien Indenture and the other Authority Bond Documents and compliance by the Authority with the respective provisions hereof and thereof do not and will not violate the State Constitution or the laws of the State or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound or subject; and

(viii) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or against any person having a material adverse effect on the right of the Authority to execute this Agreement, the Operating Agreement, the Senior Lien Indenture or the other Authority Bond Documents or the ability of the Authority to comply with any of its obligations under this Agreement, the Operating Agreement, the Senior Lien Indenture or the other Authority Bond Documents.

Section 2.2 Representations and Agreements by the City. The City makes the following representations and agreements:

(i) The City is a municipal corporation of the State duly created and existing under the laws of the State; the City is permitted under the Intergovernmental Contracts Clause of the State Constitution to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

(ii) The City has the power and authority to enter into and execute and deliver this Agreement, and, by proper action of its governing body, has authorized the execution and delivery of this Agreement and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Agreement by it except as shall have been obtained as of the Effective Date hereof;

(iii) This Agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles and matters of public policy;

(iv) The authorization, execution, delivery, and performance by the City of this Agreement and compliance by the City with the provisions thereof do not violate the State Constitution or the laws of the State relating to the City or constitute a breach of or a default under, any other law, court order,

administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(v) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against the City or any other person having a material adverse effect on the right of the City to execute this Agreement or its ability to comply with any of its obligations under this Agreement; and

(vi) The City has, pursuant to resolutions and ordinances duly adopted by its governing body, authorized the levy and collection of its Hotel/Motel Tax, and certain revenues derived from such levy shall be used and applied as provided in this Agreement and the Operating Agreement during the Term of this Agreement.

ARTICLE III

ISSUANCE OF SENIOR LIEN BONDS; CONSTRUCTION AND OPERATION OF FINANCED PROJECTS

Section 3.1 Compliance with the Senior Lien Indenture and Other Authority Bond Documents. The Authority hereby represents that the proceeds from the sale of each issue of Bonds deposited into the Project Fund under the Senior Lien Indenture prior to the Effective Date were disbursed for the purposes and in accordance with the terms and conditions set forth therein and that the Authority has and will continue to comply with the terms of all of the Authority Bond Documents. In the event the Authority issues “new money” Additional Senior Lien Bonds after the Effective Date, the Authority shall deposit the applicable net proceeds derived from the sale of each such issue of Additional Senior Lien Bonds into a separate account of the Project Fund created under the Senior Lien Indenture and shall disburse such Senior Lien Bond proceeds in accordance with the terms and conditions set forth therein, and the Authority shall comply with the terms of all Authority Bond Documents entered into in connection with each such issue of Additional Senior Lien Bonds.

Section 3.2 Construction and Operation of the Galleria Project and any other Financed Project. The Authority hereby agrees during the Term hereof to design, construct, operate and maintain the Galleria Project and any other Financed Project for the purpose of developing and promoting for the public good, cultural growth, public welfare, education and recreation of the citizens of the County, including the erection and construction of the Galleria Project and any other Financed Project and the purchase of lands, easements, rights and lands, and franchises for the construction of the Galleria Project and any other Financed Project, all for the benefit of the citizens of the County. The Authority hereby agrees to acquire, construct, operate and maintain the Galleria Project and any other Financed Project, and to operate and manage any other Financed Project after the Effective Date directly for its own use, for the benefit of the citizens of the County and in accordance with the provisions of this Agreement and the Operating Agreement.

Section 3.3 Additional Senior Lien Bonds Proposed after the Effective Date. The City agrees that the Authority may issue Additional Senior Lien Bonds in accordance with the Senior Lien Indenture after the Effective Date without any further approval of the City and that such Additional Senior Lien Bonds shall be secured by the County/Cities Tax Payments to the same extent and in the same manner as the Senior Lien Bonds outstanding on the Effective Date; provided, however, no such Additional Senior Lien Bonds may mature later than October 1, 2053.

Section 3.4 Validation of Senior Lien Bonds The City hereby agrees to be a party defendant in connection with any validation proceeding conducted in connection with the issuance of such Additional Senior Lien Bonds proposed to be issued by the Authority after the Effective Date and agrees that it will

execute, acknowledge and deliver any certificates, instruments, sworn answers and acknowledgments as may be reasonably required in connection with any such validation hearing.

ARTICLE IV

EFFECTIVE DATE; TERM; IMPOSITION OF TAX; TAX PAYMENT PROVISIONS; OBLIGATIONS ABSOLUTE AND UNCONDITIONAL

Section 4.1 **Effective Date and Term of Agreement.** This Agreement shall be effective as of the Effective Date hereof. The Term of this Agreement shall commence on the Effective Date and shall expire and terminate on the date of the first to occur of the following: (i) the first date on which no Existing Senior Lien Bonds remain outstanding in the event no Additional Senior Lien Bonds have been issued in accordance with this Agreement and the Operating Agreement by September 30, 2026 or (ii) the first date on which no Additional Senior Lien Bonds remain outstanding, whether by full and final payment or by defeasance in accordance with the Senior Lien Indenture, which date shall be no later than the final maturity date of any Additional Senior Lien Bonds issued after the Effective Date hereof; provided, however, in no event shall the Term of this Agreement extend beyond October 1, 2053; and provided further, however, in no event shall the cumulative time period comprised of the sum of (i) the length of the time period from the Effective Date to the date of termination of the last surviving provision of this Agreement plus (ii) the length of the time period from the Effective Date to the final termination date of the Original Funding Agreement exceed fifty (50) years; and provided further, however, notwithstanding the foregoing, so long as any Senior Lien Bonds remain outstanding, the City shall not cease to levy its Hotel/Motel Tax in any manner that will impair the interest and rights of the holders of any Senior Lien Bonds.

Section 4.2 **Imposition of Hotel/Motel Tax.** Pursuant to the provisions of § 48-13-51(a)(5.1) of the Official Code of Georgia Annotated, as amended, the City has duly authorized the levy and collection of its Hotel/Motel Tax at the current rate of eight percent (8%) for the Term of this Agreement.

Section 4.3 **No Impairment of Tax.** So long as any Existing Senior Lien Bonds or any Additional Senior Lien Bonds issued in accordance with this Agreement remain outstanding, the City shall not cease to levy and collect, or reduce the rate of, its Hotel/Motel Tax in any manner that will impair the interest and rights of the owners of any Senior Lien Bonds then outstanding. Without limiting the generality of the foregoing, the City shall not impose, levy or collect any taxes within its corporate limits which would cause the thirteen percent (13%) limit contained in the Hotel/Motel Tax Law in O.C.G.A. § 48-13-51(a)(5.1)(C) to cause a reduction in the rate of its Hotel/Motel Tax. Additionally, in the event corporate limits of the City are hereafter expanded, the Hotel/Motel Tax attributable to such additional area included within the City shall be payable to the Authority on the same terms and conditions provided in Section 4.4 hereof, except that the amount payable due to the collection of its Hotel/Motel Tax within the additional areas included in the City shall equal 100 percent of such collections. The agreements by the City contained in this Section 4.3 shall be for the benefit of the Authority and for the benefit of the owners of the Existing Senior Lien Bonds and the owners of the Additional Senior Lien Bonds and shall constitute a contract with the owners of such Senior Lien Bonds.

Section 4.4 **Cities Hotel/Motel Tax Payments.**

(a) **Cities Hotel/Motel Tax Payments with Respect to Outstanding Existing Senior Lien Bonds and Additional Senior Lien Bonds Prior to the Transition Date.** Notwithstanding any provision of this Agreement or any Bond Financing Document to the contrary, commencing on the Effective Date and ending on the Transition Date, this Section 4.4(a) shall apply to the outstanding Existing Senior Lien Bonds and any Additional Senior Lien Bonds issued after the Effective Date, and this Section 4.4(a) shall be of no force and effect after the Transition Date.

(i) The City hereby covenants and agrees to pay to or for the account of the Authority by the 20th day of each calendar month until the principal of and interest on the Existing Senior Lien Bonds shall have been paid in full or provision duly made therefor, a sum equal to sixty-two and one-half percent (62.5%) of the Hotel/Motel Tax collected by the City (or to the extent that the corporate limits of the City are expanded, then one hundred percent (100%) of the Hotel/Motel Tax collected by the City within the expanded area as provided in Section 4.3) since the next preceding payment under this Section 4.4(a).

(ii) The Cities Hotel/Motel Tax Payments to be made by the City pursuant to the provisions of this Section 4.4(a) shall be made by the City directly to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture so long as any Existing Senior Lien Bonds are outstanding under the Senior Lien Indenture. Such payments shall be in lawful money of the United States of America, shall be forthwith deposited into the Revenue Fund created under the Senior Lien Indenture, shall be applied to the extent and in the manner provided thereunder, including, but not limited to, the payment of principal and interest on any Senior Lien Bonds and at least fifty percent (50%) of the total Hotel-Motel Tax collected at the rate of eight percent (8%) shall be expended for the purposes specified in O.C.G.A. § 48-13-51(a)(5.1(B) including, but not limited to, the payment of principal and interest on any Senior Lien Bonds.

(iii) The Cities Hotel/Motel Tax Payments to be made by the City under this Section 4.4(a) shall be pledged to the payment of principal and interest on the Senior Lien Bonds pursuant to the Senior Lien Indenture.

(iv) It is further expressly provided that the City or the Authority also may make additional payments from time to time from any lawfully available funds as determined by such party in its sole discretion to be necessary or desirable in connection with the Project.

(b) Cities Hotel/Motel Tax Payments with Respect to Additional Senior Lien Bonds on and after the Transition Date. Notwithstanding any provision of this Agreement or any Bond Financing Document to the contrary, this Section 4.4(b) shall apply on and after the Transition Date to all Additional Senior Lien Bonds issued after the Effective Date.

(i) The City hereby covenants to pay to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture by the 20th day of each calendar month until the principal of and interest on the Additional Senior Lien Bonds issued after the Effective Date hereof shall have been paid in full or provision duly made therefor, a sum equal to sixty-two and one-half percent (62.5%) of the Hotel/Motel Tax collected by the City (or to the extent that the corporate limits of the City are expanded, then one hundred percent (100%) of the Hotel/Motel Tax collected by the City within the expanded area as provided in Section 4.3) since the next preceding payment under this Section 4.4(b).

(ii) The Cities Hotel/Motel Tax Payments to be made by the City pursuant to the provisions of this Section 4.4(b) shall be made by the City to the Senior Lien Trustee for the account of the Authority under the Senior Lien Indenture so long as any Additional Senior Lien Bonds are outstanding under the Senior Lien Indenture. Such payments shall be in lawful money of the United States of America, shall be forthwith deposited into the Revenue Fund under the Senior Lien Indenture and promptly each month (1) on a first priority basis the applicable monthly installment amount of principal and interest shall be applied or held by the Senior Lien Trustee for application when due to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and the applicable monthly installment amount to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement

under the Senior Lien Indenture and (2) any Cities Hotel/Motel Tax Payments in excess of amounts needed for the aforesaid purposes of clause (1) shall be returned to the Authority promptly each month to be applied by the Authority strictly as provided in the Operating Agreement.

(iii) The Cities Hotel/Motel Tax Payments to be made by the City under this Section shall be pledged to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture.

(iv) It is further expressly provided that the City or the Authority also may make additional payments from time to time from any legally and contractually available funds as determined by such party to be necessary or desirable in connection with the applicable Additional Senior Lien Bonds or the applicable Project.

Section 4.5 Obligations of City Hereunder Absolute and Unconditional. The obligations of the City to make the payments required in Section 4.4 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as the principal of and interest on the Senior Lien Bonds outstanding under the Senior Lien Indenture shall have been paid in full or provision for the payment thereof shall have been made in accordance with the applicable Indenture, the City (i) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Cities Hotel/Motel Tax Payments provided for herein, (ii) will perform and observe all of its other agreements contained in this Agreement, and (iii) will not terminate the Term of this Agreement or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Authority's title in and to a Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to a Project, the taking by eminent domain of title to or the use of all or any part of a Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that any of the Senior Lien Bonds are unenforceable or invalid, the invalidity of any provision of this Agreement, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Senior Lien Indenture.

Nothing contained in this Section 4.5, however, shall be construed to release the Authority from the performance of any of the agreements on its part contained in this Agreement or in the Senior Lien Indenture; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Agreement and to make the Cities Hotel/Motel Tax Payments specified herein; *provided, however*, any liability of the Authority commencing on the Effective Date hereof shall be payable solely from rents, revenues and receipts arising from the Authority's interest in the Projects. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the full extent required so long as the Authority's interests in a Project would not be adversely affected.

Section 4.6 Pledge of Hotel/Motel Tax.

(a) With respect to Existing Senior Lien Bonds outstanding on the Effective Date hereof, the City has pledged and hereby reaffirms its pledge of its Cities Hotel/Motel Tax Payments required by

Section 4.4(a) hereof to the payment of principal of and interest on the Existing Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture for the benefit of the owners of the Existing Senior Lien Bonds. The Cities Hotel/Motel Tax Payments so pledged shall immediately be subject to the lien of such pledge without physical delivery thereof and the lien of this pledge shall be a first or prior lien superior to any and all other claims, whether such claims arise in contract, tort or otherwise and shall be superior to any lien or pledge that may hereafter be created.

(b) With respect to Additional Senior Lien Bonds issued after the Effective Date hereof in accordance with this Agreement, the City hereby pledges its Cities Hotel/Motel Tax Payments required to be paid pursuant to Section 4.4(a) prior to the Transition Date and Section 4.4(b) hereof on and after the Transition Date to the payment of principal of and interest on the Additional Senior Lien Bonds pursuant to the Senior Lien Indenture and to replenish any deficiency in the Debt Service Reserve Account below the Debt Service Reserve Fund Requirement under the Senior Lien Indenture for the benefit of the owners of the applicable Additional Senior Lien Bonds issued after the Effective Date hereof. The Cities Hotel/Motel Tax Payments so pledged shall immediately be subject to the lien of such pledge without physical delivery thereof and the lien of this pledge shall be a first or prior lien superior to any and all other claims, whether such claims arise in contract, tort or otherwise and shall be superior to any lien or pledge that may hereafter be created.

Section 4.7 Enforcement of Obligations. The obligation of the City to make its Cities Hotel/Motel Tax Payments under this Article may be enforced by (i) the Authority, (ii) the Senior Lien Trustee or owners of any Senior Lien Bonds, in accordance with the applicable provisions of the Senior Lien Indenture and independently of the Authority or, (iii) such receiver or receivers as may be appointed pursuant to the Senior Lien Indenture or applicable law. The covenants and agreements hereunder including specifically the City's obligation to make its Cities Hotel/Motel Tax Payments shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto.

Section 4.8 Assignment of this Agreement. The City hereby consents to the assignment of the Authority's right, title, and interest in and to this Agreement to the Senior Lien Trustee pursuant to the Senior Lien Indenture to secure the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof and hereby agrees that any notice to the Authority required under this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall be given in addition to the Senior Lien Trustee at the address then applicable for the Senior Lien Trustee under the Senior Lien Indenture and that any consent of the Authority required under this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall not be deemed to have been given unless such consent is obtained in writing from the Senior Lien Trustee and the Authority. The Senior Lien Trustee shall have all rights and remedies herein accorded to the Authority with respect to Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof, and any reference herein to the Authority with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds shall be deemed, with the necessary changes in detail, to include the Senior Lien Trustee. The Senior Lien Trustee and the owners of the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date hereof are deemed to be and are third party beneficiaries of the representations, covenants and agreements of the City contained in this Agreement with respect to such Existing Senior Lien Bonds and Additional Senior Lien Bonds.

Section 4.9 No Set-Off. No breach, default or failure by the Authority to comply with the provisions of this Agreement shall permit an abatement or reduction in or set-off against the Cities Hotel/Motel Tax Payments due from the City. Nothing in this Agreement shall otherwise impair, diminish

or affect any other right or remedy available to the City (i) as a result of the Authority's breach, default or failure under this Agreement, or (ii) to enforce the obligations of the Authority under this Agreement. No dispute or litigation between the Authority and the City with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

ARTICLE V

SPECIAL COVENANTS OF CITY AND AUTHORITY

The City and the Authority each hereby covenants and agrees with each other and for the benefit of the owners of the Senior Lien Bonds as follows:

Section 5.1 Collection of Taxes. The City hereby covenants and agrees that during the Term of this Agreement it shall levy and collect the Hotel/Motel Tax within its corporate limits at the rate authorized by the Hotel/Motel Tax Law at the time of such levy, provided such rate during the Term of this Agreement shall be at least eight percent (8%), and from the proceeds derived therefrom make its Cities Hotel/Motel Tax Payments required pursuant to the applicable subsection of Section 4.4 hereof throughout the Term of this Agreement. This covenant shall be for the benefit of the owners of the Existing Senior Lien Bonds outstanding on the Effective Date hereof and Additional Senior Lien Bonds issued after the Effective Date in accordance with this Agreement and shall constitute a contract with the owners of such Existing Senior Lien Bonds and Additional Senior Lien Bonds and may be enforced by the Senior Lien Trustee with respect thereto.

Section 5.2 Records Regarding Cities Hotel/Motel Tax Payments.

The City shall provide to the Authority and the Senior Lien Trustee monthly a written statement on or before the date when the Cities Hotel/Motel Tax Payments are due hereunder of the amount of each Cities Hotel/Motel Tax Payments. Upon the prior written request of the Authority, the City shall make available for inspection during normal business hours the books and records of the City pertaining to the levy and collection of its Hotel/Motel Tax and related Cities Hotel/Motel Tax Payments by the City.

Section 5.3 Further Assurances and Corrective Instrument. The City and the Authority, as applicable, each respectively, hereby covenants and agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments, certificates and acknowledgments as may be reasonably requested under this Agreement, including, without limitation, to perfect the pledge of revenues payable hereunder securing payment of the principal of and interest on the Senior Lien Bonds and to replenish any deficiency in the Senior Lien Debt Service Reserve Account below the Senior Lien Debt Service Reserve Fund Requirement under the Senior Lien Indenture or for carrying out the intention of or facilitating the performance of this Agreement.

Section 5.4 Confirming Documents. In connection with the issuance of any Additional Senior Lien Bonds after the Effective Date, the City and the Authority, each respectively, hereby covenants and agrees, upon reasonable prior written request, to authorize, execute and deliver any reasonably requested certificates, letters or other documents in form and substance reasonably acceptable to the executing party confirming the agreed upon obligations and covenants of the applicable party under this Agreement in the event:

- (i) such certificates, letters or other documents are reasonably required by, as applicable, any rating agency, bond purchaser or other appropriate party or a legal requirement as a condition of issuance of the Additional Senior Lien Bonds and are in form and substance acceptable to the City or the Authority, as applicable; and

(ii) the Authority shall pay the costs and expenses incurred by the City in connection with the authorization, execution and delivery of such certificates, letters or other documents, including, but not limited to, the reasonable fees and expenses of attorneys representing the City.

Section 5.5 Reports to Department of Community Affairs.

The City shall annually file with the Department of Community Affairs a report specifying the rate of taxation and amounts collected and expended pursuant to the Hotel/Motel Tax Law and any other information which may be required by the Department of Community Affairs pursuant to the Hotel/Motel Tax Law.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Termination of this Agreement.

The Term of this Agreement shall expire and terminate in accordance with Section 4.1 hereof.

Section 6.2 Independent Contractor. In performing this Agreement, the Authority is acting as an independent contractor. The City shall not have any power to control the means, methods or techniques by which the Authority undertakes the activities or projects contemplated by this Agreement, except as may be otherwise expressly provided in this Agreement.

Section 6.3 Financial Liability.

(a) The financial liability of the Authority for failure to perform any of its obligations under this Agreement after the Effective Date hereof shall be limited to the Authority's interests in the Projects and in the operating revenues of the Projects.

(b) The financial liability of the City for failure to perform any of its obligations under this Agreement shall be limited to the interest of the City in the Cities Hotel/Motel Tax payable by the City under Section 4.4(a) or 4.4(b) of this Agreement.

Section 6.4 No Interest for City. By virtue of this Agreement, the City shall not have or hereafter acquire any legal or equitable interest of any nature in, under or to (i) any part of the property, real or personal, tangible or intangible, comprising or used in the Financed Projects, (ii) the leases, licenses, contracts, accounts or other intangible rights or obligations acquired or incurred by the Authority in connection with the acquisition, construction, improvement, equipping or operation of the Financed Projects, or (iii) the operating revenues of the Financed Projects except as otherwise agreed to in writing between the City and the Authority.

Section 6.5 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be deemed to confer any interest in this Agreement or benefit on persons not named parties to this Agreement, except as provided in Section 4.3, Section 4.7 and Section 5.1 of this Agreement with respect to the Senior Lien Trustee and owners of the Senior Lien Bonds and as may be otherwise expressly provided in this Agreement. No obligation imposed on any party under this Agreement is imposed for the benefit or with the intent to permit enforcement by another, not a party to this Agreement, except as may be otherwise expressly provided in this Agreement with respect to the Senior Lien Trustee and owners of the Senior Lien Bonds.

Section 6.6 Entire Agreement; Amendments.

(a) This Agreement contains the entire agreement of the City and the Authority relating to the specific matters covered by this Agreement. No representation, promise or understanding has been made, and no collateral agreement, stipulation or undertaking exists, which will have any force and effect with respect to the specific matters covered by this Agreement except as set forth in this Agreement.

(b) No amendment, modification, supplement, release, discharge or waiver of the provisions of this Agreement shall be of any force, value or effect unless it is in writing and is duly executed on behalf of the Authority and the City and, if required by the Senior Lien Indenture, is accomplished in accordance with the Senior Lien Indenture with the prior written consent of the Senior Lien Trustee.

Section 6.7 Agreement to Pay Attorneys' Fees and Expenses.

(a) In the event the City is determined to have defaulted under any of the provisions of this Agreement and the Authority employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it shall on demand therefor pay to the Authority the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority.

(b) In the event the Authority is determined to have defaulted under any of the provisions of this Agreement and the City employs attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Authority herein contained, the Authority agrees that it shall on demand therefor pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 6.8 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.9 Notices. All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered in person or when sent by registered courier or registered over-night delivery service or when mailed by registered or certified mail, return receipt requested, in each case with postage or other charges prepaid, to the parties hereto at the following addresses or such other address designated by such party in writing:

Authority: Cobb-Marietta Coliseum and Exhibit Hall Authority
Two Galleria Parkway
Atlanta, Georgia 30339
Attention: General Manager/CEO

City: City of Kennesaw, Georgia
2529 J.O. Stephenson Ave.
Kennesaw, Georgia 30144
Attention: City Administrator

A copy of any notices, certificates or other communications given hereunder also shall be provided to the Senior Lien Trustee at the following address:

U.S. Bank Trust Company, National Association,
as Senior Lien Trustee
Global Corporate Trust
2 Concourse Parkway, Suite 800
Atlanta, Georgia 30328-5588
Attention: Mark C. Hallam, Assistant Vice President

Section 6.10 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 6.11 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.12 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which, shall be an original and all of which shall constitute but one and the same instrument.

Section 6.13 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 6.14 Law Governing this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. Jurisdiction and venue over any claim or dispute arising under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.

Section 6.15 Prior Funding Agreements. Any and all prior agreements, leases, operating contracts, management contracts, or any other agreements or parts thereof in effect on or after the date of the Original Funding Agreement between the Authority and the City with respect to its Hotel/Motel Tax and the Galleria Project are hereby repealed and terminated and same shall be of no force and effect upon the execution, delivery and effectiveness of this Agreement.

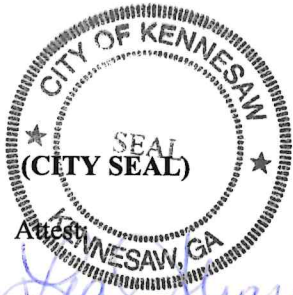
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Convention Funding Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Secretary-Treasurer



City Clerk

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND
EXHIBIT HALL AUTHORITY**

By: _____
Chairman

Date: _____

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: 02/17/25

**The undersigned Senior Lien Trustee hereby
consents to this Amended and Restated
Galleria Convention Funding Agreement**

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, successor to U.S. Bank
National Association and successor to First
Union National Bank of Georgia, as Senior
Lien Trustee**

By: _____
Mark C. Hallam. Assistant Vice President

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Convention Funding Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Cornel S Engd
Secretary-Treasurer

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND
EXHIBIT HALL AUTHORITY**

By: *Jimmy W. Aik*
Chairman

Date: *Feb. 24, 2025*

(CITY SEAL)

Attest:

City Clerk

THE CITY:

CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: _____

**The undersigned Senior Lien Trustee hereby
consents to this Amended and Restated
Galleria Convention Funding Agreement**

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, successor to U.S. Bank
National Association and successor to First
Union National Bank of Georgia, as Senior
Lien Trustee**

By: _____
Mark C. Hallam. Assistant Vice President

IN WITNESS WHEREOF, the Authority and the City have caused this Amended and Restated Galleria Convention Funding Agreement to be executed and delivered by their respective duly authorized officers, and their respective seals to be hereunto affixed and attested by their duly authorized officers on the date(s) set forth below, all to be effective as of the Effective Date set forth hereinabove.

(AUTHORITY SEAL)

Attest:

Secretary-Treasurer

THE AUTHORITY:

**COBB-MARIETTA COLISEUM AND
EXHIBIT HALL AUTHORITY**

By: _____
Chairman

Date: _____

(CITY SEAL)

Attest:

City Clerk

THE CITY:

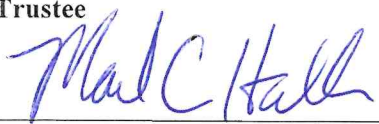
CITY OF KENNESAW, GEORGIA

By: _____
Mayor

Date: _____

**The undersigned Senior Lien Trustee hereby
consents to this Amended and Restated
Galleria Convention Funding Agreement**

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, successor to U.S. Bank
National Association and successor to First
Union National Bank of Georgia, as Senior
Lien Trustee**

By:  _____
Mark C. Hallam, Assistant Vice President