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EXECUTIVE SUMMARY

The Georgia General Assembly passed House Bill 489, the Service Delivery Strategy, during the 1997 legislative session. The law requires the adoption of a Service Delivery Strategy in each county in the state. Development of a Service Delivery Strategy allows local governments within a county to identify overlap or gaps in the delivery of public services and craft a more rational method for financing and delivering the services.

According to the law each strategy must:

- Identify all services presently provided in the county by the county government, municipalities and authorities;
- Identify which local governments will be responsible for providing the listed services;
- Describe how the services will be funded; and
- Include intergovernmental agreements, contracts, ordinances and resolutions used to implement the strategy.

Representatives of the three local governments in Richmond County - Augusta-Richmond County, Hephzibah and Blythe - met for the first time on this issue on December 13, 1997. The initial meeting provided an opportunity to list all of the services provided by the local governments and authorities, to review the boundaries of service delivery areas, and to discuss existing and proposed service delivery agreements. Also discussed was the requirement of House Bill 489 to develop an Agreement to Resolve Land Use Classification Disputes. Subsequently, the local governments adopted an Agreement to Resolve Land Use Classification Disputes in June 1998.

Following municipal elections in Augusta and Blythe, additional meetings were held in the spring of 1999 to finalize Richmond County's Service Delivery Strategy. Staff of the Augusta-Richmond County Planning Commission prepared an initial draft of the strategy for discussion at a meeting on March 30, 1999. At that meeting, local government representatives agreed on the funding sources and responsible entities for many of the identified services. Most of the discussion focused on the following services: water, sewer, fire protection, road and bridge maintenance, and law enforcement. The strategy went through a second draft, which was reviewed at a meeting on May 3, 1999. During the second meeting, representatives agreed on the funding sources, responsible entities, and service areas for the remaining services. They also recognized the need for an agreement to establish a process for the provision of extraterritorial water and service.

Both Augusta-Richmond County and Blythe approved the Service Delivery Strategy on May 18, 1999. The City of Hephzibah approved the Service Delivery Strategy on May 27, 1999.



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR RICHMOND COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS

- 1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
4. For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements form (page 2).
5. Complete one copy of the Summary of Land Use Agreements form (page 3).
6. Have the Certifications form (page 4) 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, page 4).
7. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs
Office of Coordinated Planning
60 Executive Park South, N.E.
Atlanta, Georgia 30329

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Coordinated Planning at (404) 679-3114.

Note: Any future changes to the service delivery arrangements described on these forms will require an official update of the service delivery strategy and submittal of revised forms and attachments to the Georgia Department of Community Affairs.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

AUGUSTA-RICHMOND COUNTY, CITY OF HEPHZIBAH, CITY OF BLYTHE

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

For each service listed here, a separate Summary of Service Delivery Arrangements form (page 2) must be completed.

Landfill, Recreation and Parks, Animal Control, Elections, Hospital/Indigent Care, Health Services, EMS/E-911, Indigent Defense, Law Enforcement (Sheriff & Police), Public Transit, Aviation, Jail, License & Inspection, Planning & Zoning, Solid Waste Collection, Sewer & Wastewater Treatment, Road & Bridge Maintenance, Water Service, Fire Protection, and Economic Development



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: ANIMAL CONTROL

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	County General Fund

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

No change from previous agreements. Augusta-Richmond County Animal Control Department provides animal control services countywide, including Hephzibah and Blythe.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: AVIATION SERVICE

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	Enterprise Fund, FAA Grants

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

No change from previous arrangement. Daniel Field Aviation Commission will continue to oversee the operation of Daniel Field. The Augusta Aviation Commission will continue to oversee the operation of Augusta Regional Airport at Bush Field.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: ELECTIONS

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	County General Fund

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

No change from previous agreements. Richmond County Board of Elections provides voter registration and election services countywide, including Hephzibah and Blythe. Blythe and Hephzibah contract with the Richmond County Board of Elections to conduct all elections within the two cities. Each municipality handles its own candidate qualifying process and reimburses the Board of Elections for the cost of conducting elections.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Contract for Elections Services	Hephzibah, Board of Elections	8/3/93-open end
Contract for Election Services	Blythe, Board of Elections	8/9/93 open end

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: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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:



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SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

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County: RICHMOND Service: ECONOMIC DEVELOPMENT

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	County General Fund

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

No change from previous arrangement. Economic development services provided county-wide by the Development Authority of Richmond County, Augusta-Metro Chamber of Commerce, and CSRA RDC.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

No other mechanisms to be used.

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: RICHMOND Service: EMS / E-911

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	General Fund, Phone Surcharge
Hephzibah	General Fund, Phone Surcharge
Blythe	Phone Surcharge

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

No change from previous agreements. Private contractor provides emergency medical services countywide, including Hephzibah and Blythe. City of Hephzibah provides quarters for EMS personnel assigned duties within the city limits and surrounding areas, along with enclosed area for emergency equipment.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: RICHMOND Service: FIRE PROTECTION

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(h)), 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.

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:
Augusta-Richmond Co.	Business Tax / Insurance Premium Tax
Hephzibah	City General Fund
Blythe	

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

No change from previous arrangement. Augusta-Richmond County provides fire protection within its corporate limits and within the city of Blythe (see service area map). Hephzibah provides fire protection within its corporate limits.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: FIRE PROTECTION

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	Business Tax / Insurance Premium Tax
Hephzibah	City General Fund
Blythe	

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

No change from previous arrangement. Augusta-Richmond County provides fire protection within its corporate limits and within the city of Blythe (see service area map). Hephzibah provides fire protection within its corporate limits.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: HEALTH SERVICES

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	County General Fund, State Funds

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

No change from previous arrangement, Richmond County Health Department provides public health services countywide, including Hephzibah and Blythe.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: HOSPITAL / INDIGENT CARE

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

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

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

- yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	County General Fund, State Funds

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

No change from previous agreements. University Hospital provides hospital / indigent care to qualifying residents on a countywide basis.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Contract for Indigent Care Services	Augusta, University Health Services	

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

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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County: RICHMOND

Service: INDIGENT DEFENSE

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	County General Fund

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

No change from previous arrangement. Augusta-Richmond County Indigent Defense Office provides legal assistance to qualifying residents on a countywide basis.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: RICHMOND Service: JAIL

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	County General Fund
Hephzibah	City General Fund

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

No change from previous agreement. Richmond County Sheriff's Department provides jail facilities for all of Richmond County. Hephzibah maintains a holding cell.

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:
Jail Agreement	Richmond County, Hephzibah	3/19/91 - 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?

No other mechanisms to be used to implement the strategy.

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: RICHMOND Service: LANDFILL

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

<u>Augusta-Richmond Co.</u>	<u>County General Fund</u>
	<u>Hephzibah and Blythe Pay Tipping Fees</u>

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

No change from previous agreements

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:
<u>No formal agreement</u>		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: RICHMOND Service: LAW ENFORCEMENT

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	County General Fund
Hephzibah	City General Fund
Blythe	City General Fund

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

No change from previous agreements. Richmond County Sheriff's Department provides law enforcement services countywide, including Hephzibah and Blythe. Hephzibah and Blythe have their own police forces to provide increased level of service within their incorporated boundaries and to enforce city ordinances.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: RICHMOND Service: LICENSE AND INSPECTION

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	County General Fund
Hephzibah	City General Fund
Blythe	City General Fund

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

No change from previous arrangement. Each community is responsible for its own licensing and inspection work.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: RICHMOND Service: LICENSE AND INSPECTION

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	County General Fund
Hephzibah	City General Fund
Blythe	City General Fund

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

No change from previous arrangement. Each community is responsible for its own licensing and inspection work.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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County: RICHMOND Service: PLANNING AND ZONING

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	County General Fund
Hephzibah	City General Fund
Blythe	City General Fund

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

No change from previous arrangement. Planning Commissions exist in all three communities. Subdivision and zoning requirements are generally similar.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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:



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County: RICHMOND Service: PLANNING AND ZONING

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	County General Fund
Hephzibah	City General Fund
Blythe	City General Fund

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

No change from previous arrangement. Planning Commissions exist in all three communities. Subdivision and zoning requirements are generally similar.

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:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: PUBLIC TRANSIT

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	County General Fund, Enterprise Fund
	Federal Transit Admin. Grants
	DOT Matching Funds

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

No change from previous agreement. Augusta-Richmond County Public Transit will continue to provide public transit service in the county.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND

Service: RECREATION AND PARKS

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

<u>Augusta-Richmond Co.</u>	<u>County General Fund</u>
	<u>Special Local Option Sales Tax</u>

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

No change from previous agreements. Augusta-Richmond County Recreation and Parks Department provides recreation services countywide, including Hephzibah and Blythe.

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:
<u>No formal agreements</u>		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796

Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: ROAD & BRIDGE MAINTENANCE

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	County General Fund, SPLOST

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

No change from previous arrangement. Augusta-Richmond County maintains all county roads, including the paving of roads on its system that are located in Hephzibah and Blythe.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

No other mechanisms to be used.

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: SEWER & WASTEWATER TREATMENT

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- 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 the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:

Augusta-Richmond Co.	Enterprise Fund
Hephzibah	Enterprise Fund

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

No substantial change from previous arrangement. Augusta-Richmond County provides wastewater collection and treatment within parts of its corporate limits (see service area map). Hephzibah provides wastewater collection and treatment within its corporate limits. The construction of a new public school within the Hephzibah city limits has resulted in serious consideration being given to extending the county sewer system to assist with the removal of waste from the four public presently located in Hephzibah. Blythe does not provide wastewater collection and treatment service.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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?

No other mechanisms to be used.

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: SOLID WASTE COLLECT/DISPOSAL

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	Special Tax District

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

No change from previous arrangement. Augusta-Richmond County contracts with a private company to collect solid waste in the urban services district. Property owners in the suburban services district, and in Hephzibah and Blythe, contract individually with private companies to collect solid waste. Hephzibah authorizes licensed solid waste haulers to operate within the corporate limits. Augusta-Richmond County operates a landfill that accepts solid waste from throughout the county.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: 5/14/99

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

SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: SOLID WASTE COLLECT/DISPOSAL

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	Special Tax District

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

No change from previous arrangement. Augusta-Richmond County contracts with a private company to collect solid waste in the urban services district. Property owners in the suburban services district, and in Hephzibah and Blythe, contract individually with private companies to collect solid waste. Hephzibah authorizes licensed solid waste haulers to operate within the corporate limits. Augusta-Richmond County operates a landfill that accepts solid waste from throughout the county.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
No formal agreements		

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?

No other mechanisms to be used

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 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: RICHMOND Service: WATER SERVICE

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 yes no

If these conditions will continue under the 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.

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:
Augusta-Richmond Co.	Enterprise Fund
Hephzibah	Enterprise Fund
Blythe	Enterprise Fund

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

No substantial change from previous arrangement. Augusta-Richmond County provides water service to approximately 63,000 customers in its corporate limits and within two small areas of the city of Hephzibah (see service area map). Parts of south Richmond County remain on wells. Hephzibah provides water service within its corporate limits and has recently extended it to a new community center located in Augusta-Richmond County. Blythe provides water service within its corporate limits and to small areas in Augusta-Richmond County. All three communities charge the same water rates within and outside their corporate limits.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

Augusta-Richmond County, Hephzibah and Blythe will execute an intergovernmental agreement establishing a process for the provision of extraterritorial water and sewer services. This agreement will become effective on July 1, 1999.

7. Person completing form: Paul DeCamp
 Phone number: (706) 821-1796 Date completed: 5/14/99

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
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 updating 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: RICHMOND

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

No incompatibilities or conflicts between the land use plans of the three local governments were identified in developing the service delivery strategy.

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.)

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.

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

3. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

- a) Affected party prepares written evaluation of the impact of the proposed action.
- b) Involved parties meet to negotiate revisions to the proposed action.
- c) If no agreement, involved parties submit to mediation by a third party.
- d) If no agreement on mediation, involved parties submit to binding arbitration.

4. 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?

Augusta-Richmond County, Hephzibah and Blythe will execute an intergovernmental agreement establishing a process for the provision of extraterritorial water and sewer services. This agreement will become effective July 1, 1999.

5. Person completing form: Paul DeCamp

Phone number: (706) 821-1796 Date completed: _____

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? yes no

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

**AGREEMENT TO RESOLVE
LAND USE CLASSIFICATION DISPUTES**

THIS AGREEMENT is entered into between Augusta, Georgia, a political subdivision of the State of Georgia created as a result of the consolidation of The City Council of Augusta and Richmond County (hereinafter "Augusta"), and the City of Hephzibah and the City of Blythe (hereafter the "Municipalities").

WHEREAS, Augusta and the Municipalities are required to take certain actions regarding land use plans and classifications as a component of the Service Delivery Strategy required by Title 36, Chapter 70, Article 2 of the Official Code of Georgia; and

WHEREAS, O.C.G.A. § 36-70-24(4)(C) requires the establishment of a process by July 1, 1998 to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county; and

WHEREAS, the Municipalities and Augusta desire to enter into this Agreement to comply with the requirements of O.C.G.A. § 36-70-24(4)(C), to facilitate and assure the continuance of compatible and nonconflicting land use plans, and to provide an efficient and economical means of resolving land use classification disputes; and

WHEREAS, Augusta under the consolidation act creating it (1995 Ga. Laws, p. 3648, as amended) is a municipal form of government possessing both municipal and county powers; and

WHEREAS, Augusta does not exercise zoning jurisdiction within

the incorporated areas of the Municipalities, and therefore, for purposes of this Agreement only, the areas lying outside the Municipalities' boundaries shall be referred to as "unincorporated area".

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Municipalities and Augusta agree as follows:

1. "Land Use Classification Change" shall mean an amendment or change to the land use map, ordinances and regulations of the Municipality or of Augusta. "Land Use Plan" shall mean a plan showing the existing and proposed location, extent and intensity of development of land to be used in the future for varying types of residential, commercial, industrial, agricultural, recreational, educational and other public and private purposes or combination of purposes.

2. When either Municipality shall consider a change in the Municipality's land use map, ordinances and regulations which would change the use of land within 1,000 feet of the boundary between the Municipality and the unincorporated area of Augusta, the Mayor/Chairman of the Municipality shall, within five (5) business days after such action is requested through a completed application by or on behalf of the land owner or formally initiated by the Council/Commission of the Municipality, notify by certified mail the Mayor of Augusta and the Administrator of the proposed action

and its potential to result in incompatible Land Use Plans. This notice shall contain all relevant data pertaining to the proposed action.

3. When Augusta shall consider a change which, if carried out, would change the use of land located within 1,000 feet of the boundary between either Municipality and the unincorporated area of Augusta the Mayor or the Administrator shall, within five (5) business days after such action is requested through a completed application by or on behalf of the land owner or formally initiated by Augusta, notify by certified mail the Mayor/Chairman of the Municipality affected by the proposed action and its potential to result in incompatible Land Use Plans. This notice shall contain all relevant data pertaining to the proposed action.

4. Within ten (10) business days after receipt of the notice required by Section 2 or Section 3 hereof, the recipient Augusta or Municipality, as the case may be, shall make a determination as to whether or not the proposed action will or could result in incompatible Land Use Plans between Augusta and the Municipality. If the determination is that the proposed action will not result in incompatible Land Use Plans, Augusta or Municipality, as the case may be, shall within said ten (10) business days period notify by certified mail the other party of such determination, and Augusta or Municipality which gave the notice shall be free to proceed with its consideration, and if adopted, implementation of the proposed

action. Augusta or Municipality making such determination that the proposed action will not result in incompatible Land Use Plans shall thereafter have no further right to object to the proposed action.

5. If Augusta or Municipality receiving the notice pursuant to Section 2 or Section 3 hereof, as the case may be, shall make a determination that the proposed action will or could result in incompatible Land Use Plans between Augusta and Municipality, it shall, within the ten (10) business day period referred to in Section 4, notify by certified mail the other party of such fact.

6. Within a period of fifteen (15) business days following the expiration of the ten (10) business day period referred to in Section 4 hereof, Augusta or Municipality, as the case may be, which has determined that the proposed action will or could result in incompatible Land Use Plans shall prepare a written evaluation of the proposed action and the adverse effects it will have on the Land Use Plan of Augusta or Municipality preparing this evaluation and setting forth the conflicts which it contends will result between the Land Use Plans of the two parties. Within this period of fifteen (15) business days, the party preparing the evaluation shall provide a copy thereof to the party proposing to take the action with is the subject of the evaluation.

7. Following the preparation of the evaluation pursuant to Section 6 hereof, representatives of Augusta and the Municipality

shall meet and seek to negotiate revisions to the proposed action which will resolve the conflict and eliminate the possibility of incompatible Land Use Plans of the two parties. Such revisions to the proposed action may include, but are not limited to, requiring buffers to screen potentially offensive land uses, establishing setbacks to ensure that the offensive uses will not be located immediately next to adjoining properties, imposing landscape and design requirements to minimize the impact of conflicted land uses, imposing building height limitations and establishing requirements for stormwater management and erosion and sedimentation control. Any agreements reached as the result of such negotiations shall be subject to approval by the Augusta-Richmond County Commission on behalf of Augusta and the Council/Commission of the affected Municipality.

8. If the parties are unable to resolve their differences by means of negotiation, then the Municipality and Augusta shall, within thirty (30) days after a request to end negotiations and to submit same to mediation, engage in mediation of the disputed with a mediator who is acceptable to both parties.

9. If the dispute cannot be resolved through mediation, then the Municipality and Augusta shall submit the dispute to a panel of three arbitrators. One arbitrator shall be selected by the Municipality, one arbitrator shall be selected by Augusta, and the third arbitrator shall be selected by the two arbitrators selected

by the Municipality and Augusta. Such arbitration shall be conducted in accordance with the arbitration laws of the State of Georgia. The parties hereto agree that the results of the arbitration shall be binding on the Municipality and Augusta, and either party may enforce the decision of the arbitrators in any court of competent jurisdiction through mandamus, specific performance, or any other available equitable remedy.

10. All costs of mediation and arbitration as provided for hereunder shall be divided equally between Augusta and the Municipality involved.

11. Any proposed action which is subject to the provisions of this Agreement shall not be considered, adopted, or implemented until the terms of this Agreement have been complied with in full.

12. The term business day as used herein shall mean Monday through Friday of each week except for any such day that the County's general offices are not open for business.

13. The parties hereto recognize and acknowledge that Augusta, Georgia has both county and municipal powers. In recognition of such powers and the limitation of Georgia law prohibiting annexation of an area within the boundary of another municipality (O.C.G.A. § 36-36-31 and § 36-36-54), each Municipality acknowledges and agrees that it cannot annex additional areas within Richmond County.

14. All provisions of this Agreement, other than Paragraph 13

hereof, shall be for an initial term of two years, and shall renew automatically thereafter for additional two year terms unless any party hereto gives sixty (60) days written notice by certified mail to the other parties of its intent not to renew this Agreement; provided, however, that this Agreement shall continue to remain in effect as to Paragraph 13 hereof for a term of fifty years and shall also continue to remain in effect as to any actions which are proposed prior to the effective date of such termination.

15. Should any provision of this Agreement be declared invalid or ruled unconstitutional, such determination shall affect only that provision and all other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the respective governing bodies of the Municipalities and the County have caused their duly empowered and authorized officials to affix their hands and seals below.

AUGUSTA, GEORGIA

By: *Tony E. Brown*
As its Mayor

Attest: _____
As its Clerk

Approved June 16, 1998.

[SEAL]

This document approved as
to legal sufficiency and form.
6/25/98
Attorney Date

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF HEBZIBAH

By: *Donald B. Thomas*
As its Chairman

Attest: *Thomas R. Hill*
As its Clerk

Approved June 29, 1998.

[CITY SEAL]

CITY OF BLYTHE

By: *Jim Cunningham*
As its Mayor

Attest: *Donna D. Colwell*
As its Clerk

Approved June 30, 1998.

[CITY SEAL]

INTERGOVERNMENTAL AGREEMENT
Process for Provision of Extraterritorial
Water and Sewer Services

WHEREAS, the respective member governments of Richmond County, which include the Augusta-Richmond County Commission, the Chairman and Commission of the City of Hephzibah, and the Mayor and Council of the City of Blythe, pursuant to Georgia Laws and Acts, prepared and adopted a joint countywide service delivery strategy; and

WHEREAS, it is the intent of the respective governments party to this agreement to establish a process whereby the provision of extraterritorial water and sewer services by any jurisdiction shall be consistent with all applicable land use plans and ordinances so as to meet both the requirements of law and spirit of cooperation and coordination outlined in the Georgia Service Delivery Act.

NOW THEREFORE BE IT RESOLVED THAT: Augusta, Hephzibah and Blythe hereby agree to implement the following process for the provision of extraterritorial water and sewer services effective July 1, 1999.

1. Hephzibah and Blythe, prior to initiating the provision of water or sewer services outside their respective boundaries, and Augusta, prior to initiating the provision of water or sewer services inside the boundaries of either Hephzibah or Blythe, will notify the affected local government of the services to be provided, the proposed service area, and the anticipated impact on the future land use classification. The notification will include, at a minimum, information on the location of property, size of the proposed service area, proposed purpose of the extension (i.e. proposed change in land use) and the current and future land use classification. For the purposes of official notification of the affected local government as required by this agreement, notification shall be achieved by delivery of the required information to the Augusta-Richmond County Administrator, Hephzibah City Clerk, or Blythe Town Clerk, as applicable.
2. Within fifteen working days following receipt of the above information, the affected local government will forward to the city proposing such service a statement:
 - (a) Indicating that the affected local government has no objection to the proposed extraterritorial water or sewer service and its consistency with land use; or
 - (b) Describing its objection to the proposed water or sewer service and land use consistency, and providing supporting information including a listing of any possible stipulations or conditions that would alleviate the objections;

3. If the affected local government has no objection, or fails to respond within the aforementioned timeframe to the city's proposed extraterritorial water or sewer service, the city is free to proceed with the provision of the service.
4. If the affected local government notifies the city that it has an objection, the city will respond to the affected local government in writing within fifteen working days by either:
 - (a) Agreeing with the affected local government and stopping action on the proposed extraterritorial water or sewer service;
 - (b) Agreeing to implement the affected local government's stipulations and conditions and thereby resolving the objection;
 - (c) Initiating a 30-day (maximum) Mediation process to discuss possible compromises; or
 - (d) Disagreeing that the affected local government's objection is bona fide and notifying the affected local government that the city will seek a declaratory judgment.

If the city initiates 4(c) Mediation, the city and the affected local government will agree on a mediator, a mediation schedule, and participants in the mediation. The city and affected local government shall agree to share equally the any costs associated with mediation.

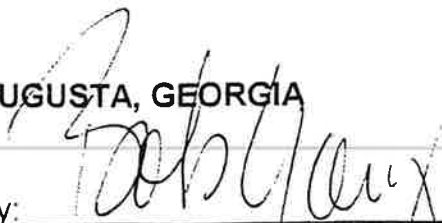
5. If no resolution of the affected local government's objection results from the mediation, the city:
 - (a) Will abandon and not proceed with the proposed service, or
 - (b) Will notify the affected local government that the city will seek a declaratory judgment in court.
6. If the city and the affected local government reach agreement as described in step 4 (b) or 4 (c), the city is free to proceed with the proposed water or sewer service.

This process for proposed water and sewer services shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

[Continued on next page]

IN WITNESS WHEREOF the respective governing bodies of the municipalities have caused their duly empowered and authorized officials to affix their hands and seals below.

AUGUSTA, GEORGIA

By: 
As its Mayor

Attest: 
As its Clerk

Approved May 18, 1999.

[SEAL]

HEPHZIBAH, GEORGIA

By: 
As its Chairman

Attest: 
As its Clerk

Approved May 27, 1999.

[CITY SEAL]

BLYTHE, GEORGIA

By: 
As its Mayor

Attest: _____
As its Clerk

Approved May 18, 1999.

[CITY SEAL]

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**SERVICE DELIVERY STRATEGY UPDATE
CERTIFICATIONS**

Instructions:

This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

UPDATED SERVICE DELIVERY STRATEGY FOR Richmond COUNTY

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

- We have reviewed our existing Service Delivery Strategy and have determined that:
(Check only one box for question #1)
 - A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
 - B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.

If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
- any supporting local agreements pertaining to each of these services that has been revised/updated; and
- an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.

- Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
- Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
- Our service delivery strategy continues to provide 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));
- Our service delivery strategy continues to ensure 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));

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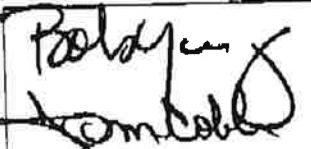
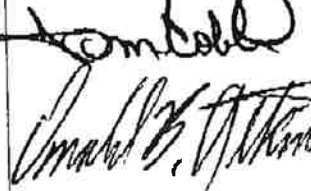

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- 6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
- 7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
- 8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C)) and;
- 9. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Bob Young	Mayor	Augusta	3/7/04
	Tom Cobb	Mayor	Blzthe	3/15/04
	Donald B Atkins	Chairman	Hephzibah	3/24/04



SERVICE DELIVERY STRATEGY CERTIFICATIONS

Instructions:

This page 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 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR -RICHMOND- 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)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Bob Young	Mayor	Augusta	May 18, 1999
	D. B. Atkins	Chairman	Hephzibah	May 27, 99
	Tom Cobb	Mayor	Blythe	May 18, 1999

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

CONTRACT FOR SERVICES IN THE
DEVELOPMENT AND PROMOTION OF
TRADE, COMMERCE, INDUSTRY AND
EMPLOYMENT OPPORTUNITIES IN
RICHMOND COUNTY, GEORGIA

WHEREAS, DEVELOPMENT AUTHORITY OF RICHMOND COUNTY (the "Authority"), a body corporate and politic, is organized and existing under the provisions of GA. Laws 1969, p. 137 et seq. and O.C.G.A. 36-62. et seq. (the "Act"), having been created by a Resolution of the Richmond County Board of Commissioners dated December 14, 1970, which Resolution was properly filed with the Secretary of State for the State of Georgia on January 28, 1971, for the purpose of developing and promoting trade, commerce, industry and employment opportunities in Richmond County, Georgia, and

WHEREAS, RICHMOND COUNTY, a political subdivision of the State of Georgia (the "County") is authorized under the provision of Article IX, Section IV, paragraphs II and III of the 1983 Constitution of the State of Georgia and O.C.G.A. 48-5-220(20) to levy, collect and expend its public funds to provide financial assistance to the Authority in the performance of its public purposes under the Act, and

WHEREAS, the County, by Resolution duly adopted and recorded upon the Minutes of its meeting held on July 11, 1995, authorized an expenditure to the Authority in the amount of \$500,000.00 payable in five equal annual installments of \$100,000.00 each, in

order to allow the Authority to participate in a joint effort with adjacent Georgia Counties under the "Forward Together" program adopted and coordinated by the Metro Augusta Chamber of Commerce and whose goal is to create 10,000 additional jobs in the area by the year 2000 through the attraction and location of new industry and the expansion of existing industry.

NOW THEREFORE for and in consideration of the sum of \$500,000.00 and the aforesaid public benefits received by the citizens of Richmond County, it is hereby agreed between the County and the Authority as follows:

1. The County will pay the Authority the total sum of \$500,000.00 payable in equal annual installments of \$100,000.00 each for a period of five years. The first of said installments shall be due and payable upon the execution of this Agreement by the parties hereto and a like installment shall be due and payable on or before the end of each succeeding calendar year thereafter until the total consideration is fully paid.
2. The Authority shall provide services to the County as authorized under the Act, for the promotion and development of trade, commerce, industry and employment opportunities for the benefit of the citizens of Richmond County, which services may consist of but not limited to: (a) Employment of personnel and staff to carry out Authority programs and activities; (b) conducting research and establishment of data banks as to the cost and availability of labor, transportation, energy and raw material resources to assist in the

location of new industries and the expansion of existing industry; (c) conducting marketing and promotional activities through any media source or by direct contact.

3. ~~The Authority shall have the right to contract with other parties including but not limited to the Metro Augusta Chamber of Commerce, its successors or assigns for the provision of the services it renders hereunder or in carrying out any project or program in which the Authority participates and to notify the provider of said services as to the source and manner of payment thereof, and to apportion the cost thereof in relation to the benefit received by Richmond County. No such provider shall be considered or deemed to be an employee or agent of either the County or the Authority for any purpose.~~
4. This Agreement shall continue for a period of (5) five calender years beginning as of January 1st, 1995 and shall terminate at the end of the year 2000.
5. During the term hereof and upon request of the County, the Authority shall prepare an annual report to the County showing the amounts expended hereunder and the services provided to Richmond County as a result of said expenditure, for each year corresponding to the annual installment payment, herein provided.
6. The payment and services provided under this Agreement shall be a part of but not exclusive of such other appropriations as may be authorized by the County under

the provisions of O.C.G.A. 48-5-220(20), for industrial development.

IN WITNESS WHEREOF the County and the Authority have caused these presents to be executed and their corporate seals affixed by and through their proper corporate officers as of this 19th day of December, 1995.

(CORPORATE SEAL)

BOARD OF COMMISSIONERS,
RICHMOND COUNTY

by George Scroggs *JSW*
as its Chairman

Attest: Linda N. Bentley
County Administrator,
Richmond County

(CORPORATE SEAL)

DEVELOPMENT AUTHORITY OF
RICHMOND COUNTY

By W. Marshall Brown
as its Chairman

Attest: M. Kim Shu
as its Secretary
↑
ASST.

Exhibit B

Rec'd. 8/12/93
K2. Comm.
V.H.
Auditor.
Ball. Board

CONTRACT FOR ELECTION SERVICES
FOR MUNICIPALITIES LOCATED WITHIN RICHMOND COUNTY

STATE OF GEORGIA)
COUNTY OF RICHMOND)

THIS AGREEMENT, made and entered into this 9th day of August, 1993, between BOARD OF ELECTIONS OF RICHMOND COUNTY, GEORGIA, hereinafter referred to as "the Board", and THE CITY OF Hephzibah, hereinafter referred to as "the City".

W I T N E S S E T H:

WHEREAS, the City has requested that the Board provide services in regard to conducting city elections; and

WHEREAS, the Board is agreeable to providing the services pursuant to the authority of O.C.G.A. Sec. 21-3-10(a)(2), with the exception of qualification of candidates.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreement between the parties; IT IS AGREED AS FOLLOWS:

(1) The Board does hereby agree to provide the following services:

- (a) Order all ballots.
- (b) Print ballot labels.
- (c) Provide any and all supplies needed to conduct elections, including votomatics.
- (d) Provide voters list.
- (e) Tabulate absentee ballots.
- (f) Tabulate regular ballots.
- (g) Certify election results to Secretary of State's office.

(2) The City will perform all other duties as required and will reimburse the Board for any expenses incurred during the conduct of the City's election.

(3) In the event of any election contest involving

the City, the attorney for the City will represent the Board and Executive Director as needed at no cost to the Board.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed by their proper officers and seals affixed, this 9th day of August, 1993.

RICHMOND COUNTY BOARD OF ELECTIONS

By James M. Thomas
Its Chairman

ATTEST Martin M. Bailey
Its Secretary Executive Director

CITY OF Hephzibah

By A.F. Williams
Its Mayor

ATTEST James P. Clark
Its Clerk

FILED IN THE BOARD OF ELECTIONS OFFICE:

August 25, 1993

RECEIVED BY: M. Bailey

MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of June 1996, by and between EMS Ventures, Inc., a Georgia corporation, d/b/a Rural/Metro Ambulance ("R/M"), a wholly-owned indirect subsidiary of Rural/Metro Corporation, an Arizona corporation, and University Health Services, Inc. d/b/a University Hospital, a Georgia not for profit corporation ("UH").

RECITALS:

- A. R/M is in the business of providing ambulance response services for municipalities and private accounts within the State of Georgia and nationally.
- B. The Richmond County Hospital Authority ("RCHA"), a governmental body, is obligated pursuant to that certain contract with Richmond County, Georgia dated September 23, 1971, to provide ambulance services for Richmond County, Georgia.
- C. UH is obligated pursuant to that certain contract with RCHA dated December 14, 1984 to fulfill the ambulance service obligations of the Richmond County Hospital Authority.
- D. UH desires to engage R/M to manage the ambulance services of UH (the "Business"), upon and subject to the terms and conditions contained in this Agreement.
- E. Contemporaneously with the execution of this Agreement, R/M is acquiring at fair market retail value estimated to be \$500,000, those assets used by UH in the conduct of the Business, including the ambulance vehicles, equipment and inventory of UH.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

GENERAL MANAGEMENT AND OPERATIONS

1.1 General Management Services.

a. Subject to the provisions of this Agreement, from and after July 8, 1996, (the "Effective Date"), R/M shall manage the Business in a manner generally consistent with R/M's management of its own ambulance businesses and in accordance with UH's current performance standards. R/M will accept and provide ambulance services to all patients without discrimination, regardless of payer source (including nonpaying and charitable care caseloads), medical status, race, religion, sex, and age.

b. UH and R/M shall establish an advisory quality assurance oversight committee chaired by the Medical Director for R/M's Augusta operations. In addition to the Medical Director, UH and R/M each shall appoint an equal number of members.

1.2 Services to be Provided. Without limiting the generality of the foregoing, R/M is hereby granted the authority to do the following in the conduct of the Business:

a. Implement R/M's administrative, accounting, budgeting, marketing, personnel, and operational policies, methods and practices relating to ambulance services, and UH shall accept such policies and practices.

b. Employ, train, pay, supervise and discharge, as applicable, all personnel that R/M deems advisable for the conduct and operation of the Business. Such personnel shall be employees of R/M. R/M may also retain, in its own name and without recourse against UH, independent contractors to provide such legal, accounting and other professional or technical services as R/M deems advisable for the conduct and operation of the Business.

c. Negotiate such leases, agreements, and service contracts that R/M deems advisable for the conduct and operation of the Business. Such leases, agreements and service contracts shall be made in R/M's name and without recourse against UH.

d. Process and take the steps required to procure and maintain (in R/M's name or UH's name or both as may be required by the issuing authority) all licenses and permits that R/M deems advisable for the conduct and operation of the Business (and UH agrees to cooperate to the fullest extent with R/M in applying for, obtaining and maintaining such licenses and permits).

e. Provide all ambulances and related equipment necessary for the Business and maintain the same at its own expense and without recourse against UH.

f. Do any and all other things reasonably necessary and appropriate in the discretion of R/M to protect and promote the Business and to further the objectives of this Agreement.

1.3 Facilities and Equipment.

a. R/M shall:

(i) initially use the existing offices, stations, related facilities, adjacent grounds, furniture, fixtures and related equipment (collectively, the "Existing Facilities") provided by UH for use in the conduct of the Business;

(ii) not be required to pay rent in connection with the use of the Existing Facilities;

(iii) at R/M's cost and expense, maintain the Existing Facilities in operating condition and repair, and replace all such items of furniture, fixtures and equipment as R/M, from time to time, deems advisable; provided, however, that R/M shall not be responsible for extraordinary repairs to the Existing Facilities necessitated by causes beyond R/M's control;

(iv) at R/M's cost and expense, and in R/M's discretion, improve the Existing Facilities.

b. R/M may, in its discretion, vacate the Existing Facilities at any time upon written notice to UH. R/M shall give 90 days advance written notice to UH with respect to vacation of any Existing Facility leased by UH from a third party other than RCHA.

c. UH represents and warrants that the Existing Facilities are in material compliance with all applicable building, fire, health and safety laws, ordinances, and environmental rules and regulations. UH agrees to indemnify and hold R/M harmless from any and all damages, losses, liabilities, fines, penalties, costs and expenses (including, without limitation, reasonable counsel fees) with respect to or arising out of any demands, claims, inquiries, investigations, proceedings, actions or causes of action, environmental assessments and/or remediation expenses that R/M may suffer or incur by reason of any breach of the representation set forth above.

d. UH shall not terminate R/M's use of UH owned or leased from RCHA Existing Facilities except upon 180 days advance written notice to R/M. UH shall make good faith efforts to retain for at least 180 days after the Effective Date the other Existing Facilities for use by R/M, but UH shall not be required to institute litigation or pay increased rent on those other Existing Facilities.

e. R/M may enter into agreements to acquire or lease, at R/M's expense, and without recourse against UH, such alternative offices, stations, related facilities, adjacent grounds, furniture, fixtures and related equipment for use in the conduct of the Business, as R/M deems advisable.

f. R/M shall invest \$425,000 in capital improvements to the UH ambulance service system during the first year of this Agreement.

g. R/M shall purchase from UH, and UH shall sell to R/M all assets used by UH in the conduct of the Business, including the ambulance vehicles, equipment and inventory of UH. The assets and related purchase price are listed on Schedule 1 attached hereto and shall be transferred by a Bill of Sale substantially in the form attached to Schedule 1. UH understands and agrees that no liabilities connected with the Business are being transferred hereunder.

1.4 Personnel.

a. R/M shall select and employ such person or persons as R/M deems to be necessary for the conduct and operation of the Business (collectively "Personnel"). Properly qualified UH employees shall be given preference during the hiring process.

b. All decisions with regard to the terms of employment, including, but not limited to, compensation, bonuses, fringe benefits, discharge and replacement of all Personnel, shall be at the sole discretion of R/M.

1.5 R/M Insignia. All vehicles regularly used in the Business shall display the UH and R/M names and logos.

1.6 R/M's Computer Software. R/M is the owner or licensee of various types of computer software and may, from time to time, during the term of this Agreement develop or license additional computer software (collectively referred to herein as "the Software"). This Agreement is not, and shall not be deemed, a license to UH to use the Software. All ownership, rights, title and interest in and to the Software are R/M's and neither UH, any employee of UH, nor any third party acting for UH will acquire any rights in the Software. All of the Software must be returned to R/M on or before the effective date of termination of this Agreement. The term "the Software" shall be broadly construed to include all source and object code versions of the Software and all related documentation. The Software constitutes R/M trade secrets, and UH agrees to comply with any reasonable policies or procedures R/M implements to preserve its confidentiality.

1.7 Public Statements. The parties shall coordinate with one another on all public statements, whether written or oral and no matter how disseminated, regarding their contractual relationship as set forth in this Agreement or the performance by either of them of their respective obligations hereunder.

1.8 Use of Affiliates by R/M. In fulfilling its obligations under this Agreement, R/M may from time to time enter into agreements with, or use the services of, affiliated companies.

ARTICLE II

MANAGEMENT SERVICES FEE AND R/M BILLING

2.1 Management Services Fee.

a. UH shall pay R/M a fee for its services (the "Management Services Fee") as follows:

<u>Fee Per Month</u>	<u>Months (from the date of this Agreement)</u>
\$50,000	1 - 12
\$50,000	13 - 24
\$50,000	25 - 36
\$0	thereafter until the termination of this Agreement

b. UH shall pay R/M the Management Services Fee on or before the first business day of each month, in advance. If R/M has not received the full amount of any monthly Management Services Fee by the end of five (5) business days after the date it is due, the unpaid amount will bear interest at the rate of 1 ½ percent (1½%) per month until paid.

2.2 Fee for Services.

a. R/M shall bill and collect from third parties, health insurance plans, other payors and direct from patients, fees for its services in the provision of emergency response and non-emergency ambulance transports; the initial rates are listed on Schedule 2 attached hereto. Beginning in the second year of this Agreement, R/M shall be allowed annual rate increases with the consent of UH, which consent shall not be unreasonably withheld. In no event will UH withhold consent to an annual rate increase of up to 5 percent (5%). R/M shall collect such fees in the normal course of its conduct of the Business, and all such fees shall be the exclusive property of R/M.

b. In those circumstances in which ambulance service charges are required by governmental rules and regulations to be included within a prospective payment inpatient rate, R/M shall be paid additional fees by UH for ambulance services provided Medicare and Medicaid beneficiaries who are UH inpatients. During the first year of this Agreement, R/M shall charge UH One Hundred and Fifty Dollars for each round trip. Thereafter, R/M may annually adjust the charge without the consent of UH in accordance with the Medicare PPS Hospital Update. R/M may request approval from UH for additional adjustments and shall provide documents reasonably requested by UH to support such request.

c. R/M shall negotiate in good faith with UH concerning participation in any managed care plan in which UH is a participant. R/M shall not be prohibited from or restricted with respect to participating in managed care plans in which UH does not participate. UH is not required to include R/M in managed care plans developed by or participated in by UH.

ARTICLE III

TERM AND TERMINATION

3.1 Term of Agreement. Except as expressly provided otherwise in this Agreement, R/M's services shall commence on July 8, 1996 and shall continue for a period of five (5) years, unless this Agreement is earlier terminated as otherwise provided in this Agreement.

3.2 Renewal. R/M and UH agree that unless either party gives the other written notice of its intent not to renew this Agreement no less than one hundred twenty (120) days prior to the expiration of the term of this Agreement, the term of this Agreement shall automatically extend for one additional five (5) year term upon and subject to the provisions of this Agreement with such modifications as may be agreed by the parties.

3.3 Events of Termination. If at any time during the term of this Agreement any of the following events ("Events of Termination") occurs, the non-defaulting party may, at its option, terminate this Agreement by giving written notice to the other party specifying a date, not earlier than one hundred twenty (120) days after the giving of notice, when this Agreement shall terminate:

a. If R/M or UH breaches any material covenant contained in this Agreement, or defaults in the performance of any material obligation hereunder, and the defaulting party has not initiated cure within thirty (30) days following written notice thereof and thereafter diligently and in good faith prosecuted such cure to completion;

b. If R/M or UH applies for or consents to the appointment of receiver, trustee or liquidator of all or a substantial part of its assets or makes general assignment for the benefit of its creditors, or files a voluntary petition in bankruptcy or a petition seeking reorganization, composition, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation, or files any answer admitting the material allegations of a petition filed against it in any such proceeding, or is adjudicated as bankrupt or insolvent, or takes any action looking toward dissolution; or

c. If any final order, judgment, or decree (i.e., a final determination for which all appeal periods have expired) shall be entered without the application, approval or consent of R/M or UH by any court of competent jurisdiction, approving a petition seeking reorganization, composition, arrangement with creditors, liquidation or similar relief under any present or future statute, law or regulation with respect to R/M or UH or appointing a receiver, trustee or liquidator of all or a substantial part of R/M's or UH's assets and such order, judgment or decree continues unstayed and in effect for an aggregate of sixty (60) days (whether or not consecutive).

3.4 Actions to be Taken on Termination. Upon any termination of this Agreement, the following shall be applicable:

a. Within ten (10) days after the effective date of termination, UH shall pay R/M all fees and other payments earned or due from UH under the terms of this Agreement.

b. Upon the effective date of the termination, R/M shall vacate the Existing Facilities.

c. At the option of UH, exercised no later than 120 days prior to the effective date of termination, UH may acquire all or some of the ambulances regularly used in the Business by R/M. The acquisition price shall be the fair market retail value of the ambulances to be acquired on the effective date of termination. Payment shall be due within ten (10) calendar days after the effective date of termination. Except as expressly provided otherwise elsewhere herein, upon termination of this Agreement by either party for any reason, all obligations and rights of either party hereunder shall immediately cease. The obligations of R/M under Article IV, "INSURANCE," shall survive the termination of this Agreement.

ARTICLE IV

INSURANCE

4.1 Insurance by R/M. R/M shall furnish proof of coverage for the insurance requirements stipulated below. All policies are written on an occurrence basis so no "tail" coverage is needed. No vehicle shall be operated by R/M unless there is coverage in effect as provided for by the following:

a. General liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence limit, two million (\$2,000,000) for the General Aggregate Limit (other than Products/Completed Operations), and one million (\$1,000,000) limit for products/completed operations per occurrence/aggregate.

b. Vehicle liability insurance with a combined limit of liability, per accident, of one million (\$1,000,000) with statutory benefits for Personal Injury Protection, Uninsured Motorist coverage in an amount of one million dollars (\$1,000,000) and one million (\$1,000,000) coverage for Non-Owned & Hired liability, on all covered vehicles.

c. Professional liability insurance in an amount of not less than one million (\$1,000,000) for the per occurrence limit and two million (\$2,000,000) for the general aggregate limit.

d. Excess liability limits of twenty million (\$20,000,000) general aggregate over the underlying limits outlined above.

e. Workers' compensation and employer's liability insurance as required by and in conformance with the laws of the state of Georgia.

4.2 Insurance by UH.

a. Subject to Section 4.2(b), and for as long as R/M is using the Existing Facilities in the conduct of the Business, UH shall, at UH's cost and expense, keep the Existing Facilities insured:

(i) for the Full Replacement Value thereof (excluding foundation and excavation costs) against loss or damage by fire and lightning, including, by appropriate extended or additional coverage endorsements, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief,

(ii) for the Full Replacement Value thereof (including foundation and excavation costs) against such other "All Risk" perils, including earthquake and flood, commonly insured against by a Difference in Conditions insurance policy.

"Full Replacement Value," as used herein, means the cost of repairing, replacing, or reinstating, including demolishing, any item of property with materials of like kind and quality in compliance with any law or ordinance regulating repair or construction at the time of loss, without deduction for physical, accounting, or any other depreciation, in an amount sufficient to meet the requirements of

any applicable co-insurance clause and to prevent the owner of such property from becoming a co-insurer.

b. If the insurance referred to in Section 4.2(a) could be obtained at a lower premium and otherwise on terms and conditions more advantageous to UH and R/M under blanket insurance policies available to R/M, R/M may, in its discretion upon the request of UH, place the insurance (at UH's cost and expense).

4.3 Insurance Policy Information: On request, each party shall furnish the other with a schedule of insurance obtained under Sections 4.1 and 4.2, listing such information as shall be mutually agreed. The insurance may include a retention, deductible, or self-insurance of \$1,000,000.00 per claim.

ARTICLE V

ASSIGNMENTS

5.1 Neither party may assign any of its rights or obligations under this Agreement, except that, so long as no default attributable to R/M has occurred and is continuing, including an Event of Termination, R/M shall have the right, without UH's consent but on no less than thirty (30) days prior notice, to assign, transfer or convey all or any of its right, title and interest under this Agreement:

- a. To an R/M affiliate;
- b. To any successor or assignee of R/M that may result from any merger, consolidation or reorganization; or
- c. To another corporation that acquires all or substantially all of the business and assets of R/M.

If R/M assigns, transfers or conveys its right, title and interest under this Agreement, R/M shall not be liable for any obligations arising under this Agreement after the date of the assignment, transfer or conveyance.

ARTICLE VI

CONFIDENTIALITY AND NONSOLICITATION

6.1 Confidential Information. From and after the date hereof, except as required by law, neither party hereto will reveal, divulge or make known to any person, firm or corporation any Confidential Information (as hereinafter defined) obtained by such party during the term of this relationship. "Confidential Information" means any prices, fee amounts and information with respect thereto, any

trade secrets or confidential information of either party; any business methods, practices or forms; and any business policies, sales or service techniques, or other information related to or dealing with the business of UH or R/M as applicable. "Confidential Information" does not include any information that (i) is in the public domain or hereafter becomes known to the public through no fault of the disclosing party; (ii) is subsequently obtained by the disclosing party from an independent third-party source having no obligation of confidentiality, directly or indirectly to the other party; or (iii) the disclosure of which is required by law, including the contract between UH and RCHA dated December 14, 1984.

6.2 Nonsolicitation. During the term hereunder and for a period of three (3) years after the termination of this Agreement for any reason whatsoever, unless first authorized in writing by R/M, which authorization may be withheld in R/M's sole and absolute discretion, UH shall not, directly or indirectly, solicit or cause others to solicit with respect to the Business (i) any person or other entity that is, or was, within the twelve (12) month period immediately prior to the solicitation, a supplier of R/M or any of its affiliates, or (ii) any person who, on the day hereof, is an employee of R/M or any of its affiliates, for employment or as an independent contractor with any person or entity.

6.3 Equitable Relief. The parties acknowledge that the covenants contained in this Article VI are a material inducement to execute and deliver this Agreement and to perform the obligations required hereunder. Accordingly, each party acknowledges that the restrictions contained in the paragraphs set forth in this Article VI are reasonable and necessary for the protection of the parties hereto, and that a breach of any such restriction could not adequately be compensated by damages in an action at law. In the event of a breach or threatened breach by a party of any of the provisions of this Article VI, the other party shall be entitled to obtain, without the necessity of posting bond therefor, an injunction (preliminary or permanent, or a temporary restraining order) restraining the other party from the activity or threatened activity constituting or that would constitute a breach, as well as damages and an equitable accounting of all earnings, profits and other benefits arising from a violation, which rights shall be cumulative and in addition to any other rights or remedies to which the parties may be entitled hereunder.

ARTICLE VII

MISCELLANEOUS

7.1 Governing Law. The parties agree that all disputes relating to the performance or interpretation of any term of this Agreement shall be governed by the laws of the State of Georgia without giving effect to the choice of law provision of the laws of the State of Georgia.

7.2 No Waiver of Breach. No failure by R/M or UH to insist upon the strict performance of any covenant, agreement, or term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any term. No waiver of any breach shall affect or alter

this Agreement, but each and every covenant, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

7.3 Severability of Provisions. If any term of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, as the case may be, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.4 Notices. All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective five (5) business days after being deposited in the United States mail as registered or certified matter, postage prepaid, return receipt requested, addressed as follows:

If to R/M: EMS Ventures, Inc.
 c/o Rural/Metro Corporation
 8401 East Indian School Road
 Scottsdale, AZ 85251
 Attention: General Counsel
 Fax: 602-481-3328

If to UH: University Health Services, Inc.
 1350 Walton Way
 Augusta, GA 30901-2629
 Attention: Richard H. Parks, Executive Vice President
 Fax: 706-774-8699

or at such other address as the party to whom the notice is sent shall have been designated in accordance with the provisions of this Section.

7.5 Successors and Assigns. Subject to the restrictions of Article V, this Agreement shall inure to the benefit of and shall be binding on the successors and assigns of the parties hereto.

7.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and no amendment, modification, or change of this Agreement shall be effective unless evidenced by an instrument in writing and signed by the party against whom enforcement is sought.

7.7 Modifications and Waiver. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

7.8 Captions. Captions to the Articles and Sections of this Agreement are for convenience of reference only and in no way define, limit, describe or affect the scope or intent of any part of this Agreement.

7.9 Limitation on Liability. Under no circumstance shall R/M be liable to UH for any special, incidental, consequential, indirect or exemplary losses or damages pertaining in any way to the provision of services under this Agreement.

7.10 Force Majeure. Neither party shall be responsible for any loss or damage resulting from any delay or failure in performing any provision of this Agreement if the delay or failure resulted from:

a. Transportation shortages, inadequate supply of labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any government or any department or agency thereof;

b. Compliance with any law, rule, ruling, order, regulation, requirement or instruction of any government or any department or agency thereof;

c. Acts of God;

d. Third party acts which interfere with R/M's ability to perform hereunder.

Any delay resulting from any of such causes shall extend performance accordingly or excuse performance in whole or in part, as may be necessary.

7.11 Construction. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement or has had the opportunity to have this Agreement reviewed by the respective legal counsel for each party, and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied to the interpretation of this Agreement. No inference in favor of, or against any party shall be drawn from the fact that one party has drafted any portion hereof.

7.12 Access to Records.

a. In the event this Agreement becomes subject to the provisions of Paragraph 1861 (V) (1) (I) of the Social Security Act ("Act"), R/M agrees to retain and to make available, upon written request, to the Secretary of Health and Human Services or to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and the books, documents, and records that are necessary to certify the nature and extent of the cost of Services rendered by R/M if such books, documents, and records must be made available as a condition of UH receiving reimbursement for such costs. Such books, document, and records shall be made available only during the period specified in Paragraph 1861 (V) (1) (I) of the Act.

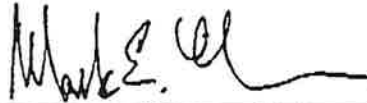
b. In the event R/M carries out any of its duties under this Agreement through a subcontract subject to the provisions of Paragraph 1861 (V) (1) (I) of the Act, the subcontract shall contain a clause meeting the requirements of the Act.

7.13 Equal Opportunity Employer. Each party represents that it is an equal opportunity employer and neither shall discriminate against any of its employees or applicants for employment on the basis of race, color, creed, sex, or national origin, nor to the extent provided by law, on the basis of age.

7.14 Tax-exempt Status of Hospital. UH is a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended. R/M shall not knowingly undertake any activity that may at any time jeopardize this tax-exempt status of UH. If requested by UH with respect to the issuance of tax-exempt bonds, R/M shall amend this Agreement as recommended by UH's bond counsel to facilitate qualification as Internal Revenue Code Section 501 (c) (3) bonds.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

EMS VENTURES, INC.



By: Mark E. Liebner

Title: Vice President

UNIVERSITY HEALTH SERVICES, INC.



By: Donald C. Bray

Title: President/CEO

Exhibit D

RESOLUTION

**RESOLUTION REAFFIRMING THE NECESSITY
OF THE 911 AND THE WIRELESS ENHANCED
911 CHARGES.**

WHEREAS, the Board of Commissioners of Richmond County, on October 8, 1991, imposed a \$1.50 per month "911" charge upon each exchange access facility subscribed to by telephone subscribers whose exchange to access lines are in areas served by Richmond County "911" service; and

WHEREAS, said charge became effective the first day of the first month following passage of 120 days after October 8, 1991; and

WHEREAS, the Augusta-Richmond County Commission, on July 7, 1998, imposed a \$1.00 per month wireless "911" charge on each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of Richmond County; and

WHEREAS, said charge became effective 120 days after July 7, 1998; and

WHEREAS, the provisions of O.C.G.A. § 46-5-34(d)(3) provide that local governments which are operating emergency "911" systems reaffirm the necessity of the "911" and the wireless enhanced "911" charges by Resolutions adopted annually; and

WHEREAS, the Board of Commissioners of Richmond County,

Georgia, and subsequently the Augusta-Richmond County Commission, has annually adopted Resolutions reaffirming the necessity of the "911" charge effective in April of each year; and

WHEREAS, the Augusta-Richmond County Commission desires to reaffirm the necessity of the wireless enhanced "911" charge in April of each year, simultaneously with the reaffirmation of the "911" charge; and

WHEREAS, there is currently imposed a \$1.50 per month "911" charge upon each exchange access facility subscribed to by telephone subscribers whose exchange to access lines are in areas served by Richmond County "911" service; and

WHEREAS, there is currently imposed a \$1.00 per month wireless enhanced "911" charge upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of Richmond County;

NOW, THEREFORE, BE IT RESOLVED that the Augusta-Richmond County Commission, as the consolidated governing authority of Richmond County, pursuant to the provisions of O.C.G.A. § 46-5-134(d)(3) hereby reaffirms the necessity of the "911" charge per month upon each exchange access facility subscribed to by telephone subscribers whose exchange to access lines are in areas served by the Richmond County E-911 service, and the wireless enhanced "911" charge per month upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the

jurisdiction of Richmond County.

BE IT FURTHER RESOLVED that the Augusta-Richmond County Commission hereby directs BellSouth to continue to collect a "911" charge in the amount of \$1.50 per month per line.

BE IT FURTHER RESOLVED that the providers of wireless communication services to subscribers whose billing address is within the jurisdiction of Richmond County are directed to continue to collect an enhanced "911" charge in the amount of \$1.00 per month per wireless connection provided to each such telephone subscriber.

ADOPTED this 6 day of April, 1999.

AUGUSTA, GEORGIA

By: Bob Young
As its Mayor

ATTEST:

Lena J. Bonner
Clerk

Exhibit E

Letter of Intent.

from

Richmond County, Georgia

to

Southern Bell Telephone and Telegraph
Company

for

Enhanced 911 Emergency Service
System

F 5.1

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PREAMBLE

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Section II	Scope of Work
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Exhibit B	Primary and Secondary PSAP Locations and Equipment
Exhibit C	System Features and Description
Exhibit D	Data Base Creation
Exhibit E	Liability and Indemnity
Exhibit F	System Time Line

Mr. A. Kenneth Hilley
Marketing Manager
Southern Bell Telephone and Telegraph Company
3355 Lenox Road
Suite 680
Atlanta, Georgia 30326

Dear Mr. Hilley:

Please accept this letter as our request and order for Southern Bell Telephone & Telegraph Company, hereafter known as Southern Bell, to proceed with the implementation of the Enhanced 911 Emergency Service System for Richmond County, Georgia. This order, which authorizes you to proceed with the installation of the system, is based on our understanding of the following:

SECTION I
SYSTEM CHARGES

Richmond County understands that service will be provided subject to the terms and conditions specified in the applicable tariffs of Southern Bell on file with the Georgia Public Service Commission and any valid revisions thereto.

System charges for this service are based on the number of main stations forecasted to be in service on December 31, 1985. Refer to Exhibit A for a more particular statement of system charges.

SECTION II
SCOPE OF WORK

It is the intention of Southern Bell and Richmond County to implement an Enhanced 911 Emergency Service System. Such System will provide use of the exchange network at no charge to the caller. It further provides facilities within the network between local Central Offices and the Public Safety Answering Points (PSAPs), and the ability to transfer calls from a primary PSAP to the proper secondary agency. The Enhanced 911 System covered herein is more particularly described in Exhibit C of this letter.

The proposed primary and secondary PSAPs are listed in Exhibit B.

SECTION III
BILLING PROCEDURES

It is understood and agreed that billing will begin at the time the system is operational and turned over to the Richmond County and that the billing procedures shall be as set forth in Southern Bell's applicable tariffs.

SECTION IV
PROVISIONS OF SERVICE

Selection of the appropriate service to serve Richmond County will be made mutually by Southern Bell and Richmond County and will be based on a thorough analysis of Richmond County's needs at each Public Safety location and on availability of facilities in each area. Since an Enhanced 911 Data Base will be required, a service date shall be established no earlier than 24 months from acceptance of this order by Southern Bell or 12 months after receipt of an acceptable data base from Richmond County, whichever occurs later. Refer to Exhibit F for further details on implementation schedule.

SECTION V
GEOGRAPHICAL AREA DESCRIPTION

Richmond County shall furnish to Southern Bell a definition (MAP, ESN assignment, etc.) of the specific geographical areas covered by each primary and secondary agency. Such definition shall be in terms of street names, street types directionals, (where applicable) street addresses and number ranges, or in such other manner as may be mutually acceptable by both parties.

The definition of such geographical areas, and the ongoing maintenance of such information shall be the sole responsibility of Richmond County. Richmond County further agrees to furnish to Southern Bell, in a timely manner, any such updated geographical information. It is understood that the time required by Southern Bell to update the data base will depend upon the nature and extent of such changes.

Richmond County further understands that in order to properly route calls from subscribers in some rural areas of the County, it will be necessary to provide addresses for specific real estate parcels in these areas. These would be streets or thoroughfares which cross multiple jurisdictional boundaries and at present use only rural route and box numbers as an address. These house numbers will be for 911 purposes only and would not affect current mailing addresses.

Refer to Exhibit D for further details regarding creation of the Data Base.

SECTION VI
SYSTEM FEATURES

The features of the particular Enhanced 911 System to be purchased by Richmond County shall include only those features generally described in section A24 of Southern Bell's applicable tariffs and as specifically listed in Exhibit C of this letter.

SECTION VII
SPECIAL REQUIREMENTS

Richmond County specifically and expressly agrees as follows:

1. That at least one law enforcement agency must be included among the participating agencies in this system.
2. That at least one PSAP will be provided and staffed on a 24-hour, seven days-per-week basis.
3. That Richmond County accepts responsibility for dispatching, or having other dispatch police, fire, ambulance or other emergency services as required, to the extent as such services are reasonably available.
4. That Richmond County will develop an appropriate method of responding to calls for nonparticipating agencies which may be directed to the Enhanced 911 PSAP by calling parties.
5. That Richmond County will obtain telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by Southern Bell to be installed.
6. That the 911 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. Richmond County shall subscribe to additional local exchange service, if none exists, at the PSAP's for administrative purposes. These lines would be used to place outgoing calls and receive incoming calls. Additionally, these lines would be used for receiving other emergency calls, including any which might be relayed by Southern Bell operators.

SECTION VIII
ACCESS TO USER FACILITIES

Southern Bell shall, at any reasonable time, be provided access by Richmond County and by all PSAP'S, to the premises where the facilities are located for purposed of installation, inspection, testing, repairing or removing the equipment and facilities used in furnishing the Enhanced 911 Service.

SECTION IX
UNAUTHORIZED USE OF SYSTEM

It is understood and agreed that Automatic Number Identification (ANI) and Automatic Location Identification (ALI) pertaining to incoming Enhanced 911 calls is to be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency.

SECTION X
LIABILITY AND INDEMNITY

Southern Bell's liability to third parties or to Richmond County and any indemnity obligations in connection therewith shall be limited to that stated in Southern Bell's applicable tariffs on file with the Georgia Public Service Commission and any valid revision thereto regarding liability and indemnity. See Exhibit E for this particular statement. Exhibit E contains the understanding of the parties in regard to liability and indemnity and is incorporated herein by specific reference.

SECTION XI
SYSTEM MODIFICATION

Additions or deletions to the master Enhanced 911 System will not be made except upon the prior written consent of Richmond County or their designated representative.

SECTION XII
GRADE OF SERVICE

It will be the intent of Southern Bell to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for 911 Service.

SECTION XIII
SYSTEM MAINTENANCE

Maintenance will be provided as stated in Southern Bell's General Service Subscriber Tariff and any valid amendments thereto.

In the event a call process failure occurs in which a particular call cannot be routed to its normal PSAP, routing safeguards will exist in the system which will assign the call to a previously designated default PSAP. Means will also be provided to make routine system and transmission checks from the Central Office. Check features will be designed into the system to provide alarm indications if a major central office failure occurs, at no extra charge.

SECTION XIV
SYSTEM USER TRAINING

Complete user training will be provided by Southern Bell prior to system cutover.

SECTION XV
MANAGEMENT REPORTS

Available management reports pertaining to Richmond County will be provided to Richmond County's 911 project director upon request.

Data base report scheduling will be resolved by mutual agreement.

SECTION XVI
TERMINATION FOR CONVENIENCE, DEFAULT OR FUNDING

In accordance with Southern Bell's tariff provisions, it shall be an express condition to any request by Richmond County for service and facilities, or request for additions, rearrangements, relocations or modifications of service and equipment, that Richmond County understands and expressly agrees that if the application is cancelled in whole or in part, prior to completion of the work involved, Richmond County shall reimburse Southern Bell for all expenses included in handling the request before notice of cancellation is received. Such charges, however, shall not exceed all charges which would apply if the work involved in complying with the request had been completed. Such costs shall be determined based upon applicable tariffs. Notwithstanding the above and subject to the limitations set out in section XVII, Richmond County has the option to cancel this request within thirty (30) calendar days of the date of this letter at no cost to Richmond County.

SECTION XVII
ACCEPTANCE

Richmond County, in good faith, asks Southern Bell to accept this letter as an order to implement Enhanced 911 Service. However, Richmond County will reserve the right to cancel the requested service at no cost to Richmond County within (30) calendar days from the date of this letter, if Southern Bell has not responded in writing within the same thirty (30) days, accepting or rejecting this letter.

Sincerely,


Title:

Richmond County
Augusta, Georgia

5/15/84 7:00 PM.
Date and Time

Southern Bell Telephone and Telegraph Company acknowledges receipt of the above letter, with attachments, constituting a request and order from Richmond County for Southern Bell to proceed with implementation of Enhanced 911 Service for the said County. This does not constitute final acceptance of the above.

Date and Time

Marketing Manager
Southern Bell Telephone
and Telegraph Company
Atlanta, Georgia

EXHIBIT A
 RICHMOND COUNTY E-911
 PRICING FORECAST

A. Network Costs (1985 Forecast)

	<u>One-Time</u>	<u>Monthly</u>
Selective Routing, Automatic Number Identification, Automatic Location Identification for 83,000 main stations in Richmond County (83 E8Z)	\$137,780.00	\$8,466.00
Selective Routing for 18,000 main stations outside Richmond County (18 E8R)	<u>27,900.00</u>	<u>1,440.00</u>
Sub Total:	\$165,680.00	\$9,906.00

B. PSAP Equipment
Richmond County Joint Law Enforcement Center
 (15 trunks, 8 positions)

1 ANI Master Controller (E9S)	\$ 7,300.00	\$ 365.00
1 Auxiliary Controller (E9E)	1,825.00	93.00
3 Additional Trunk Equipment (E9Y)	1,680.00	84.00
8 ANI Display and Transfer Units (E9U)	3,760.00	184.00
1 ALI Master Controller (E8L)	9,540.00	445.00
3 ALI Auxiliary Controller (E8N)	2,835.00	144.00
8 ALI Display Units (E8P)	9,520.00	480.00
8 Interior Wiring (E8Q)	136.00	8.00
2 43 Teleprinter	150.00	153.00
Sub Total:	<u>\$36,746.00</u>	<u>\$1,956.00</u>

GRAND TOTAL \$202,426.00 \$11,862.00

Note: The PSAP equipment requirements are an estimate only. Exact requirements to be determined by Richmond County.

EXHIBIT B

PSAP LOCATIONS AND EQUIPMENT

Primary PSAP

Richmond County Joint Law Enforcement Center

Secondary PSAPS

As determined by Richmond County and the municipalities therein.

F 5.10

~~XXXXXXXXXX~~

EXHIBIT C

SYSTEM FEATURES

Selective Routing: A feature that routes a 911 call from a central office to a designated primary PSAP based upon the identified number of the calling party.

Automatic Number Identification: A feature by which the calling party's telephone number is forwarded to the Enhanced 911 control office and to the PSAP's display and transfer units.

Automatic Location Identification: A feature by which the name (business accounts only) and address associated with the calling party's telephone number (identified by ANI as described above) is forwarded to the PSAP for display. Telephones associated with a calling party's telephone number but which are physically located elsewhere (off-premise extensions, secondary locations, etc.) will also be identified with the same address associated with the calling party's telephone number at the primary location. No ALI data is provided when a call is sent to default routing.

Alternate Routing: A feature provided to allow 911 calls to be routed to a designated alternate location if (1) all 911 exchange lines to the primary PSAP are busy, or (2) the primary PSAP closes down for a period (night service). This is a standard feature of Enhanced 911 service.

Data Management System: A system of manual procedures and computer programs used to credit, store, and update the data required to provide the selective routing and automatic location identification features.

Default Routing: A feature activated when an incoming 911 call cannot be selectively routed due to ANI failure, garbled digits or other causes. Such incoming calls are routed from the 911 control office to a default PSAP. Each incoming Enhanced 911 facility group to the control office is assigned to a designated default PSAP. This is a standard feature of Enhanced 911 service. Four party or rural service will be default routed. No ANI or ALI data is provided when a call is sent to default routing.

Display and Transfer Unit: A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate fixed/selective transfer functions.

Enhanced 911 Control Office: The central office providing tandem switching capabilities for 911 calls. It controls switching of ANI information to the PSAP and also provides the selective routing feature. In addition, it provides standard EMS speed calling features, call transfer capabilities, and certain maintenance functions for each PSAP.

Enhanced 911 Service Area: The geographic area in which Richmond County will respond to all 911 calls and dispatch appropriate emergency assistance.

Fixed Transfer: The feature which enables a PSAP attendant to transfer an incoming 911 call to secondary PSAPS by use of a single button on the display and transfer unit. (A maximum of six buttons can be activated at each PSAP.)

Forced Disconnect: A standard feature of the Enhanced 911 system which enables the PSAP attendant to release a connection even though the calling party has not hung up. The feature prevents the jamming of the Enhanced 911 exchange lines.

Manual Transfer: A standard feature of Enhanced 911 which enables the PSAP attendant to transfer an incoming call by dialing a 2 digit speed call code or a 7 digit number.

Selective Transfer: A feature providing PSAP attendants the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g. fire, ambulance, etc. on the display and transfer unit. This feature automatically transfer the call to the correct agency which serves the address of the calling party.

F 5.12

~~RAIMONDA~~

EXHIBIT D

DATA BASE CREATION

Upon Richmond County's decision to proceed with E911, a jurisdictional county map shall be created by Richmond County for the County and Southern Bell's use over the life of the system. Richmond County shall furnish to Southern Bell their concurrences or changes on the Southern Bell complete list of standard abbreviations for all suffixes listing every street, road, avenue, drive, lane, terrace, court, circle, boulevard, highway, or any other designation for thoroughfares throughout Richmond County. This list shall be in alphabetic/numeric format and is to ensure that any abbreviations provided by them will be used by Southern Bell in compiling the data base.

Approximately one month after the date of acceptance of this Letter of Intent for service, Southern Bell shall furnish to Richmond County a Street Address Guide (SAG) based on telephone locations in Richmond County. This SAG shall be a listing of all streets, roads, thoroughfares, etc. along with prefixes and suffixes known to Southern Bell by its subscriber records. Richmond County will deliver to Southern Bell a newly compiled complete street index on Richmond County. The resulting updated SAG will then be provided to Richmond County for verification and returned to Southern Bell. This process should take approximately 3 months.

Southern Bell will then have approximately 3 months to use the corrected street address guide to create the master street address guide (MSAG). The Master Street Address Guide is a listing of all thoroughfares within Richmond County, by municipality, with the high and low address range as identified by Southern Bell subscriber records. This MSAG will be provided to Richmond County in hard copy format with each thoroughfare listed separately. (At this time the jurisdictional map should be completed to coincide with the ESN assignments over the next six months.)

Richmond County will have a period of six (6) months to weekly provide Southern Bell with any corrections noted on the Emergency Service Number (ESN) assigned to every street and address range Richmond County completed that week. These ESN's will each be assigned a number that follows the numbering plan provided by Southern Bell. Richmond County will create these unique combinations of police, fire, and medical agencies which serve a given address range. As previously stated in Section V of this request for service, it shall be Richmond County's sole responsibility to properly assign street numbers to telephone subscribers in rural areas of the county. Since these street assignments will facilitate the assignment of ESN's, this rural street numbering should be accomplished in conjunction with the determination of ESN's.

Southern Bell shall have six months to process and input the data base into the system in its final format. A period of "Call Thru" testing will precede the system cutover.

EXHIBIT E

LIABILITY AND INDEMNITY

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for 911 service. In the event of any interruption of the service, the Telephone Company shall not be liable to any person, corporation or other entity for any loss or damage in any amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Telephone Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

Further each customer agrees to release, indemnify, defend and hold harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith, or by any connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Telephone Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

F.5.14

EXHIBIT F
SYSTEM TIME LINE

<u>Activity</u>	<u>Due Date</u>
Acceptance	3/20/84
SAG Furnished to Richmond County	7/31/84
Updated SAG Completed	11/30/84
MSAG Completed	3/31/85
ESN Assignment Completed	9/30/85
Process and Input Data	3/31/86
System Cutover	9/30/86

F 5.15

GLOSSARY

ALI Display Unit	Screen type unit displaying the time and date, calling party's phone number and address and the serving law enforcement, fire and ambulance agency.
ANI Display and Transfer Unit	Digital display unit for the calling party's phone number. It is equipped with transfer buttons.
Control Office	Telephone company location for the major portion of the E911 equipment. All E911 calls would be routed from this location.
DMS	Data Management System - system required to initialize and update (on a daily basis) data for selective routing and automatic location identification (ALI).
ESN	A geographical area in which all residents are served by the same set of police, fire, all emergency medical service agencies.
End Office	Any telephone company office from which E911 calls originate.
E911	Enhanced 911 - provides features (i.e. selective routing, forced disconnect) not available with basic 911 service.
Fixed Transfer	One type of one-button transfer; when a particular button is pressed, the call in progress is transferred to a pre-set location.
Night Service	An arrangement allowing an answering agency to close its operation and have all 911 calls to it forwarded to a preselected alternate agency.
PSAP	Public Safety Answering Point - any location where public safety agency answers 911 calls (answering agency).
Selective Transfer	Type of one-button transfer. Transfers 911 calls from answering PSAP to a secondary location determined by the telephone number where the call is originated.
Speed Calling	Dialing two digits causes telephone equipment to automatically ring a predesignated seven digit number.
Teleprinter	Device for providing paper copy of 911 call information (time, length of call, etc.).

City of Hephzibah

Exhibit F

P.O. BOX 85
HEPHZIBAH, GA.

30815

March 27, 1989

PROPOSAL FOR JOINT FIRE PROTECTION FOR THE SOUTH RICHMOND COUNTY AREA BY THE RICHMOND COUNTY FIRE DEPARTMENT AND THE HEPHZIBAH FIRE DEPARTMENT.

1. The Hephzibah Fire Department does hereby enter into a Automatic Aid Response Agreement with the Richmond County Fire Department. The Hephzibah Fire Department will respond to help calls into Richmond County when dispatched by 911 Dispatch System, and the Richmond County Fire Department will respond to help calls into the City Limits of Hephzibah when dispatched by the 911 Dispatch System.
2. The Richmond County Fire Department will provide enhanced 911 radio dispatch for the Hephzibah Fire Department.
3. The Hephzibah Fire Department will be known as Engine Company # 13 for communications purposes.
4. The Richmond County Fire Department is authorized to utilize radio frequency 155.7600 (City of Hephzibah, local government license) for dispatch and radio communication purposes.
5. The Hephzibah Fire Department is authorized to utilize radio frequency _____ (Richmond County, local government license) for dispatch and radio communication purposes.
6. The City of Hephzibah will make sleeping quarters and vehicle protection area available for use by the Richmond County Fire Department. It is understood that Battalion Chief # 3 will be stationed at the Hephzibah Fire Department and will utilize these facilities.
7. In response to a fire the first engine company to arrive will assume command and begin operations. If the fire is within the city limits of Hephzibah the Hephzibah Fire Department Officer in charge will assume command upon arrival. If the fire is within Richmond County, the Richmond County Fire Department Officer in charge will assume command upon arrival.
8. Hephzibah Fire Department and Richmond County Fire Department agrees to train and allow communications as required by Insurance Services Office for automatic aid agreements.

Robert E. Morris

Robert E. Morris, Chief
Hephzibah Fire Department

James C. McPherson, III

James C. McPherson III
Fire Commissioner

F 6.1

Hephzibah Fire Department
City of Hephzibah
P.O.Box 85
Hephzibah, Georgia 30815

August 5, 1986

To: Chief J. B. Harrell
Richmond County Fire Department

In order to clarify and extend the mutual aid agreement with Richmond County Fire Department, Hephzibah Fire Department would like to suggest the following changes to better serve the interest of both departments and the people we protect.

The "911" dispatch system would use it's tone system to notify Hephzibah Fire Department of all emergency calls. An expanded response area would be determined by Richmond County Fire Department in the best interest of the protection of the expanded area. Hephzibah Fire Department would make an immediate response into that area with it's first line machine. Hephzibah Fire Department would have the responsibility for maintenance of personnel and equipment used to responses to areas outside of the city.

Hephzibah Fire Department would like Richmond County Fire Department to respond to structural fires within the Hephzibah Fire Department's city area. Richmond County Fire Department would be responsible for maintenance of personnel and equipment used to respond into the city of Hephzibah.

Should all units of Hephzibah Fire Department become involved in emergency responses, Richmond County Fire Department will assist in coverage of Hephzibah Fire Department's unprotected area.

It is my hope that these changes in both fire department's responses and dispatching will be of mutual benefits to all concerned, and possibly help both departments with insurance ratings.

Sincerely yours,

Robert E. Morris

Chief Robert E. Morris
Hephzibah Fire Department

W. Douglas Hall

W. Douglas Hall
Fire Commissioner

F 6.2



Emergency Management Agency



J. E. SANDERS
ASST. CHIEF

Rte. 2 Box 51-B
Waynesboro, Georgia 30830
TEL: (404) 554-6666

E. PORTERFIELD
CHIEF

Effective February 22, 1995 the Burke County Emergency Management Agency (Burke County Fire Department) agrees to respond to any emergency to which the Hephzibah Fire Department request assistance.

This agreement will be honored as a mutual aide/automatic aide agreement. Burke County further agrees to train with the Hephzibah Fire Department. Burke County further agrees to train and allow communications as required by I.S.O. (Insurance Services Office) for automatic aide agreements.

Robert Morris

Robert Morris, Chief
Hephzibah Fire Dept.

E. Porterfield

Earl Porterfield, Chief
Burke County EMA/Fire Dept.

F-6.3

AUGUSTA-RICHMOND COUNTY INDIGENT CARE AGREEMENT

This Agreement is effective the 1st day of January, 1999, by and between Augusta, Georgia, acting by and through the Augusta-Richmond County Commission (hereinafter referred to as the "County") and University Health Services, Inc. d.b.a University Hospital (hereinafter referred to as "University"), upon the terms and conditions set forth below.

W I T N E S S E T H:

WHEREAS, County and University have contracted for over thirty years for the provision of certain health care services to the indigent residents of Richmond County, Georgia; and

WHEREAS, County and University desire to contract for the provision of certain health care services to the indigent residents of Richmond County for calendar year 1999;

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

SECTION I. TERM OF AGREEMENT

This Agreement shall be for a term beginning January 1, 1999 and continuing until the termination date provided by this Agreement of December 31, 1999.

SECTION II. PROVISION OF HEALTH CARE SERVICES TO CERTIFIED INDIGENTS: PAYMENTS BY COUNTY

County and University agree to the following terms and conditions for the providing of certain Covered Health Care Services to the indigent residents of Richmond County beginning January 1, 1999 and continuing until December 31, 1999.

A. Provision of Services

University covenants and agrees to provide to the certified indigent residents of Richmond County all Covered Health Care Services (as defined in Section II.D. below) usually and customarily provided by it, in a prompt and proper manner consistent with professional standards and all applicable laws and regulations. University further covenants and agrees to provide said services to said patients in the same manner and quality as provided to other patients of University. It is understood that University customarily provides physician services only in a limited number of specialties, and only to a limited extent in those specialties. Nothing in this Agreement is intended to or shall have the effect of expanding University's obligation to provide services to certified indigents beyond those Covered Health Services offered by University Hospital on January 1, 1999.

University reserves the right to deny services to any patient who engages in dangerous or disruptive behavior.

B. Certification of Residency

In order to receive Covered Health Care Services (as hereinafter defined), a patient or responsible household member must have been a resident of Richmond County for at least six (6) consecutive months prior to the date Covered Health Care Services are sought. Responsible household members are persons legally married (whether by ceremony or common-law) or living in a domestic relationship (as defined in guidelines for purposes of Aid to Families with Dependent Children eligibility), and the legally responsible parents or guardians of children under the age of 18. If there is doubt as to who are the legally responsible parents of children under the age of 18, a copy of the child's birth certificate shall be required to verify parentage.

Residency must be confirmed by at least one (1) of the following:

- a. rent receipts for a period of six (6) consecutive months, a lease, or a statement by a rental agency or established real estate business that the patient has resided in the County for at least 6 months;
- b. a valid Georgia driver's license showing an examination date at least 6 months old and a Richmond County address;
- c. employment check stubs showing the patient's (or a responsible household member's) address during the preceding 6-month period, or a statement from the patient's (or a responsible household member's) employer attesting to residence in Richmond County;
- d. utility bills or payment stubs (at least one of which is current and at least one of which is between 6 and 12 months old) in the patient or a responsible household member's name;
- e. a telephone book or city directory listing showing the patient's or responsible household member's name;
- f. a voter registration card issued at least 6 months before and showing a Richmond County polling place;
- g. attestations of residency (in the form of affidavits) for at least 6 months from the patient and two other people, one of whom must be a minister with a Richmond County congregation or the director of a private relief organization such as the Salvation Army;
- h. a letter from DFACS verifying receipt of food stamps from Richmond County DFACS, or

- I. a currently valid University certification card issued under Section C.5 below.

No bill for a patient whose residency cannot be certified according to the above requirements shall be submitted to, or paid by, the County. University agrees to notify the County immediately should it receive information that any certification is in error, or that any patient is attempting to certify residency falsely.

C. Certification of Indigency

In order to receive Covered Health Care Services (as hereinafter defined) each patient must be certified as indigent according to this Agreement. As a preliminary matter, such certification shall confirm that each said patient is with respect to the Covered Health Care Service "self-pay", that is

- a. does not have valid health insurance and/or medical payments coverage for the Covered Health Care Service (per diem hospitalization reimbursement policies shall not be considered health insurance or medical payments coverage, but rather will be included as an asset for purposes of determining resources, and whenever such assets are involved, each inpatient hospitalization will require separate certification);

- b. does not have Medicare or Medicaid insurance coverage; and

- c. does not have workers' compensation coverage for the Covered Health Care Service.

Unless otherwise disqualified, a patient will be certified as indigent under this Agreement if the sum of his/her gross income plus other responsible household members' gross income(s) is equal to or less than that listed in the attached income scale (based upon the Federal Poverty Guidelines) for the applicable household size. The attached income scale shall be amended January 1 of each calendar year in order to correspond with the then current Federal Poverty Guidelines.

For purposes of this section, responsible household members' gross income includes the gross income of any dependent children. For purposes of this section, any child (regardless of age) who is or could be claimed as a dependent on his/her parent's income tax return will be considered for indigency certification according to his/her parent's gross income (with respect to a minor with an absent parent who is not providing support to that minor, the minor shall not be considered as having income from that absent parent).

1. Determination of Gross Income

For purposes of this section, gross income means any and all income before deductions, and includes the following:

- a. wages and salaries before any deductions;

b. receipts from self-employment before any deductions, or from an owned farm or business after farm and business deductions;

c. public assistance in any form;

d. social security payments;

e. supplemental security income (SSI);

f. unemployment compensation;

g. workers' compensation payments;

h. veterans's benefits;

i. training stipends;

j. alimony payments;

k. child support payments;

l. military family allotments;

m. regular support from absent family members or persons not living in the household;

n. government employee pensions;

o. private pensions;

p. insurance benefits paid on a regular, annuity-like basis;

q. annuity payments;

r. dividends, interests, rents, royalties, income from estates and trusts;

s. union payments or assistance of any kind; and

t. any other form of income which results in disposable spending ability (such as student loans used for living expenses).

2. Verification of Gross Income

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F 7.4

Gross income shall be verified as follows:

- a. Possession of a currently valid University certification card issued under Section C.5 below; or
- b. For food stamp recipients, gross income shall be determined from DFACS records (unless such records are more than 12 months old); or
- c. ~~For other than food stamp recipients (or for those whose DFACS records are more than 12 months old), gross income shall be determined from federal and/or state income tax returns for the immediately preceding year for the patient and all responsible household members and with all children (except those born after the end of the last tax year) accounted for as dependents, with adjustments made to bring figures current; or~~
- d. Where income tax returns are not available, the patient and all responsible household members shall be required to disclose under oath all income (as defined in this Section II.C.) received in the last 8 weeks from all sources. Income shall be verified according to DFACS routine standards.

University shall require patients to authorize DFACS to access their income records from the computer records of the Georgia Department of Labor. Any patient refusing to provide such authorization shall not be certified as indigent. Within seven days of its receipt of the authorization, DFACS will notify University if the DOL income exceeds the patient's certified indigency level.

3. Resources

Once a patient's income is determined, DFACS shall determine the resources of that patient. Any patient whose total resources exceed \$1,500.00 shall not be certified as indigent; provided, however, that in the event said patient's resources later fall below \$1,500.00, said patient may reapply for indigent certification, and said patient will be allowed to pay toward his/her billings from University for Covered Health Care Services until the \$1,500.00 figure is reached. For purposes of this section, "resources" include the following:

- a. real estate equity value (real estate includes mobile or manufactured homes);
- b. cash reserves (except that cash reserves of \$800.00 or less are not counted as resources);
- c. equity value of automobiles and other vehicles (except that up to two vehicles used by the patient and/or household members for transportation to and from work or used regularly for seeking work will not be counted as resources); and

d. life insurance (except that the first \$3,000.00 of cash value for life insurance for the patient and each responsible household member shall not be counted as resources).

e. per diem hospitalization policy payments (each inpatient admission involving a person with this resource must be separately certified).

A transfer of resources solely for the purpose of becoming or remaining eligible for indigent status under this Agreement may result in disqualification of the applicant. Determinations of whether a transfer of resources as contemplated herein has occurred, and whether disqualification is warranted shall be made by DFACS, in its sole discretion, applying current AFDC, or other appropriate guidelines.

4. Other Requirements and Standards for Patients

a. Medicaid/SSI

Unless excused in writing by DFACS, within 60 days of the issuance of a certification card as a Richmond County indigent, a patient must make a formal application through DFACS for Medicaid coverage. If a patient refuses to make such application, or if Medicaid coverage is denied due to an excess in resources, the patient's indigent certification will be retroactively revoked.

If determined by DFACS to be SSI eligible, within 30 days of notification from DFACS a patient must make a formal application through DFACS for SSI coverage. If a patient refuses to make such application, or if SSI coverage is denied due to an excess in resources, the patient's indigent certification will be revoked retroactive to the date of notification to apply for SSI.

In the event an application for either Medicaid or SSI coverage is denied due to procedural grounds (including, but not limited to the patient's failure to cooperate in the application process), the patient's indigent certification will be retroactively revoked.

b. Unemployment

Any patient or responsible household member claiming to be unemployed must produce evidence of disability or verification from the Georgia Department of Labor that he/she has registered with them and has received an Employment Application Card and is active in the "Peach Program"; provided, however, that this subsection does not apply to adults legally responsible for the care of young children (under age 12) or a disabled individual.

c. Food Stamps

If determined by DFACS to be eligible for food stamps, within 30 days of notification from DFACS, a patient must make a formal application through DFACS for food stamps. If a patient

refuses to make such application, or if food stamp eligibility is denied due to an excess in resources (except a vehicle exempt under II. C. 3 c. above), the patient's indigent certification will be revoked. Further, if an application for food stamps is denied due to procedural grounds (including, but not limited to the patient's failure to cooperate in the application process), the patient's indigent certification will be revoked retroactive to the date of notification to apply for food stamps.

d. Records

Unless a longer period is specified, patients must provide any information requested in connection with the certification and billing process within fifteen (15) business days of request. Failure to do so shall result in a denial of indigent certification or revocation retroactive to the date of the request.

5. Certification Process

All certification cards are to be provided by University and issued by DFACS. Cards are valid for any Covered Health Care Service event ending 60 days immediately preceding issuance and for the 12 month period after issuance; provided, however, that nothing herein shall obligate either University or County to provide indigent care to such individuals beyond the term of this Agreement.

DFACS shall make all efforts to process certifications within 30 days from its receipt of a request for certification. DFACS shall station at least one employee to accept Medicaid applications at University's outpatient clinics during clinic hours. This processing time shall be tolled during any period within which the DFACS worker is waiting for information from the patient; provided, however, that if such information is not forthcoming in the time period specified in Section II. C.4. above, certification shall be denied. In the event DFACS does not process certifications in the time specified above, the patient shall be provisionally certified as 100% indigent. In the event the patient is later determined by either DFACS or the County to be less than 100% indigent, the provisional certification shall be revoked and the County shall receive a credit in accordance with Section II.H.3. below.

The application for indigency shall not require more than a sixth grade education to complete, and shall not be longer than 1 page in length.

DFACS shall keep University apprised of the name, address and telephone number provided by each patient seeking certification as indigent. University reserves the right to assist DFACS in the certification process when deemed necessary. DFACS shall notify University when an applicant has only 3 business days remaining before possible denial of certification based on Section II.C. 4 above.

University agrees to inform DFACS whenever it learns of a change in status of a patient, or

otherwise obtains information suggesting that the certification level of a patient should be changed.

Where certification is denied based upon an applicant's failure to provide documentation or verification of information, or an applicant's income and/or resources, that applicant may reapply for certification beginning on the 31st day following denial. Where certification is denied based upon an applicant's residency status, the applicant may reapply for certification in the month in which the residency requirement is met. Documentation required for reapplication, including a new application where applicable, will be as is determined by DFACS.

6. Reports

University agrees, using information provided to it by DFACS, to produce reports in substantially the form attached hereto as Exhibit "A" and to provide such reports to the County as they are created. University further agrees to create and provide to the County such other reports as the County may reasonably request from time to time in order to evaluate the performance of University under this Agreement.

7. Appeals Process

Patients denied indigent certification, denied a higher certification level, or whose indigent certification is revoked, may appeal such determinations to the Director of DFACS. Such appeal must be in writing and submitted to said Director no more than 30 days after the date of denial or revocation. The Director shall make his determination on the issue and submit it to the Appeals Board for final approval or disapproval. If the denial, lower certification level, or revocation is overturned, all Covered Health Care Services from 60 days prior to the submission of the original request for certification shall be covered under the indigent certification determined by the Appeals Board.

D. Covered Health Care Services

With the exceptions set out in this Section, Covered Health Care Services includes only those inpatient services, outpatient observation admissions, outpatient surgical services and emergency room services generally provided at University Hospital. Only those Covered Health Care Services which are medically necessary are to be provided to certified indigent residents of Richmond County pursuant to this Agreement. The following health care services are not covered and shall not be paid for by the County:

1. Inpatient and outpatient services and/or procedures not covered by the Georgia Medicaid program or the federal Medicare program;
2. Services provided on an inpatient basis which are routinely provided on an

outpatient basis; provided, however, that inpatient diagnostic procedures will be covered when performed in conjunction with treatment requiring an inpatient admission or an outpatient observation admission.

3. Cosmetic surgery; provided, however, that reconstructive surgery is a covered service.

4. Physician fees; provided, however, that the fees of physicians who are salaried by or under contract with University are covered when incurred in conjunction with a Covered Health Care Service.

5. Ambulance and other transport services.

6. Abortions; provided, however, that an abortion performed when the mother's life is in danger is covered.

7. Home Health Care Services; provided, however, that when a physician states in writing that the providing of Home Health Care Services are necessary to avoid an inpatient admission or to avoid extending an inpatient admission, those services will be covered.

8. Any service rendered more than 6 months prior to a patient's initial request for certification.

E. Non-Covered Patients

The individuals listed below are not eligible for indigent care payments by the County:

1. Any person receiving Cancer State Aid except when program funds are exhausted as to that person or the Covered Health Care Service is not covered by Cancer State Aid.

2. Any veteran eligible for Veterans' Administration assistance for the Covered Health Care Service; provided, however, that DFACS must establish non-eligibility with some evidence beyond veteran status and a disability pension of 50% or less.

3. Any member of the military or any military member's dependent(s).

4. Any person not a resident of Richmond County; provided, however, that the coverage of a person while a resident who later moves away, is not affected by this provision.

5. Any person who, within the last 3 years, was convicted of welfare fraud, entered into a disqualification consent agreement, was determined at an administrative hearing to have committed an intentional welfare program violation, or who waived a disqualification hearing

with respect to a charge of welfare fraud or intentional program violation.

6. Any college student who is covered under his/her parent's insurance coverage, or who is provided health care services by the college or institution in which he/she is enrolled:

7. Any transient worker, such as a construction or agricultural worker, who is domiciled outside of Richmond County.

8. Any resident of a public institution.

9. Any individual domiciled outside Richmond County who is present in Richmond County due to participation in a halfway house program or other rehabilitation program.

10. Any illegal alien or illegal immigrant.

11. Any patient who initiates a lawsuit to establish SSI disability; provided, however, that the initiation of such a lawsuit only suspends coverage as an indigent until resolution of the lawsuit, at which time those services not otherwise paid for by Medicare or Medicaid may be paid for by the County.

12. Any and all inmates whose health costs are covered by the local, state or federal penal institution in which he/she is being housed.

F. Payments by Patient

Each certified indigent resident of Richmond County will be required to make payments toward his/her bill in accordance with the provisions of the September 20, 1977 Agreement between University and the County concerning indigent care; however, a failure to make payments will not automatically disqualify the resident. University may, in its discretion, revoke a certification card after giving the holder thirty (30) days' advance written notice that the card will be revoked for failure to make payment in accordance with the cardholder's status. The revocation will have prospective effect only. The individual whose card is revoked in this manner may not subsequently be issued an indigent certification card without the written approval of University.

G. Payments by County

County shall not be responsible for the payment of any costs and/or charges for any person not certified as an indigent resident of Richmond County in accordance with this Agreement.

For all "certified", indigent residents of Richmond County, County shall be responsible for payment within thirty days of receipt of a bill for Covered Health Care Services provided by University pursuant to this Agreement as follows:

1. Emergency Room

For all certified indigent residents, County agrees to pay the "cost" for all Covered Health Care Services provided in University's Emergency Room, including services provided by physicians either salaried by or under contract with University, less, where applicable, the amount of patient payment required by the patient's certification level whether or not the patient makes the payment. As to Covered Health Care Services, "cost" means the product of charges for such services multiplied by University's most recent Medicare cost-to-charge ratio. As to physicians' services, "cost" means the physicians' fees as determined by CPT-4 billing codes and Medicaid fee schedule.

2. Outpatient Surgery and Outpatient Observation Admissions

For all certified indigent residents, County agrees to pay the "cost" for Outpatient Surgery and Outpatient Observation Admissions at University Hospital, which are Covered Health Services, including services provided by physicians either salaried by or under contract with University, less, where applicable, the amount of patient payment required by the patient's certification level whether or not the patient makes the payment. As to Covered Health Care Services, "cost" means the product of charges for such services multiplied by University's most recent Medicare cost-to-charge ratio. As to physicians' services, "cost" means the physicians' fees as determined by CPT-4 billing codes and Medicaid fee schedule.

3. Inpatient

For all certified indigent residents, County agrees to pay the "cost" for all Covered Health Care Services provided on an inpatient basis, including services provided by physicians either salaried by or under contract with University, less, where applicable, the amount of patient payment required by the patient's certification level whether or not the patient makes the payment. As to Covered Health Care Services, "cost" means the product of charges for such services multiplied by University's most recent Medicare cost-to-charge ratio. As to physicians' services, "cost" means the physicians' fees as determined by CPT-4 billing codes and Medicaid fee schedule.

4. Cap on Payments

Regardless of actual costs and/or charges incurred and billed under this Section II., County shall not pay or be required to pay in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (hereinafter referred to as the "Cap") for Covered Health Care Services rendered pursuant to this Agreement.

H. Credits to County

University agrees to continue its collection efforts on all unpaid bills for which the County is entitled to a credit under this Agreement. County is entitled to a credit, to the extent of its payment on a particular patient account, on its next billing, as follows:

1. to the extent of University's recovery under any lien imposed under Georgia law;

2. to the extent any indigent certification is revoked for any reason, or is denied after Covered Health Care Services are provided (nothing in this Agreement shall restrict University's right to seek payment from any such individual); and

3. to the extent University collects more from a certified patient than that patient's liability under the patient's certification level.

I. Billings to County

1. University's billings to the County shall contain the following information:

a. Name of patient; address of each patient; date of each service; CPT code for each outpatient service or the ICD-9 code for inpatient service; the charge for each service; and, the County liability for each service

b. A summary by area (emergency room, inpatient, outpatient surgery, and outpatient observation) which includes total charges, total County liability, applicable cost to charge ratio, credits by type, and errors or omissions discovered during the billing period related to prior bills

c. A list of the current certified indigent care card holders

d. A statement signed by University's CFO and Administrator that the billings comply with this Agreement and that billings include only individuals certified by DFACS

2. University shall provide County the following:

a. University's most recent Medicare Cost Report and all subsequent changes thereto

b. Upon request, University will provide access to its charge master as of January 1, 1999 and all subsequent changes thereto. The County shall hold the charge master in strict confidence and will not redisclose charge master information

3. University shall provide County within a reasonable time after a request for a specific account information, the payment detail of any account upon which County makes a payment.

J. Review of 1999 Billings

The parties agree that County (or its designated agent) shall be allowed to review all billings by University to the County and that University shall furnish to County (or its designated agent) all documents and materials necessary for County to complete said review. Unless County requests in writing additional specific documents, County shall be deemed to have received all necessary documents and materials thirty days after receipt of each bill. County shall have 90 days from the later of the receipt of each bill or its receipt of specifically requested additional billings, documents and materials to complete its review. After said 90 day period, the bills shall be final and uncontestable, except as limited by the Cap. The payment of bills shall not be delayed by review under this section.

SECTION III. AMBULANCE SERVICES

No charges shall be made by University to the County under this Agreement with regard to ambulance service provided by University to certified indigent residents of Richmond County. All aspects of such ambulance services shall be covered by and under the Agreement for ambulance services dated September 23, 1971 as amended, as modified by University's "Management Services Agreement" with EMS Ventures d/b/a Rural/Metro Corporation dated June 21, 1996.

SECTION IV. MISCELLANEOUS PROVISIONS

A. Amendment

This Agreement may be amended only by the express written consent and agreement of both parties hereto.

B. Sole Agreement

This Agreement represents the entire agreement between the parties hereto and supersedes any and all previous written and/or oral agreements or understandings.

C. Future Contracts

The parties agree that the funding obligations and the descriptions of Covered Health Care Services set forth in this Agreement apply during the term of this Agreement, to-wit: calendar year 1999, only, and that nothing herein shall obligate the County to continue to provide to University the same level of funding for the same services as are set forth herein.

D. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

E. Severability

In the event any provision of this Agreement is rendered invalid or unenforceable under any law or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to this paragraph, remain in full force and effect.

F. Waiver

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provisions.

G. Notices

Any notice to be given hereunder by one party to the other shall be effected in writing and may be delivered either by certified U.S. mail with return receipt requested, by regular U.S. mail, properly addressed and postage prepaid, by overnight mail or by hand-delivery to the addresses listed below. Any party may change its address below by written notice given in accordance with this Section. Notices delivered personally shall be deemed received upon actual receipt. Notices mailed shall be deemed received no later than two (2) United States Postal Service business days after the date of such mailing.

To University:

University Health Services, Inc.
Robert M. Taylor, Vice President for Finance
1350 Walton Way
Augusta, Georgia 30901-2629

To County:

Augusta-Richmond County Commission
c/o Charles R. Oliver, Administrator
8th Floor - City-County Building (11)
530 Greene Street
Augusta, Georgia 30911

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day first above written.

AUGUSTA, GEORGIA by and through the
Augusta-Richmond County Commission

By: _____
Title: Mayor

ATTEST:

Nina Bonner
Title: Clerk

[SEAL]

UNIVERSITY HEALTH SERVICES, INC.

By: _____
Name: Richard H. Parks
Title: President/CEO

ATTEST: *Janet Pierce*
Name: Janet Pierce
Title: Executive Assistant

[SEAL]

Exhibit H

71

STATE OF GEORGIA)
RICHMOND COUNTY)

A G R E E M E N T

THIS AGREEMENT, made and entered into this 19th day of March, 1991, between the CITY OF HEPHZIBAH, a municipal corporation under the laws of the State of Georgia, hereinafter referred to as "City"; and RICHMOND COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "County";

W I T N E S S E T H:

WHEREAS, the Official Code of Georgia, §15-21-90 et seq. authorizes cities and counties to enter into agreements for counties to house prisoners for cities and for the imposition of additional penalties on fines by cities to be used by counties for construction, operation and staffing of county jails; and

WHEREAS, the City and County desire to work together for the County to incarcerate City prisoners in the Richmond County Jail;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, and the benefits and detriments flowing to and from each of the parties hereto, the parties agree as follows:

A. THE COUNTY AGREES:

(1) To accept and to assume the care, custody and control of persons arrested by the peace officers of the City of Hephzibah and persons sentenced to jail terms by the municipal court of the City of Hephzibah, for offenses

F 8.1

arising out of violations of either state law, ordinances or both.

(2) To accept municipal prisoners from the City unless a Court order prohibits the County from accepting additional prisoners in the County Jail or if the County Jail is filled to its capacity of 340.

(3) That the County resolution of June 6, 1989, imposing the collection of additional penalties on fines and forfeitures, so as to provide funds for constructing, operating and staffing the County Jail, shall be imposed in the Municipal Court of the City as long as this contract or any extension thereof is in full force and effect.

(4) To hold harmless and indemnify the City, its officers, agents and employees from and against all damages, losses, costs and expenses including reasonable attorney fees for claims for injuries or damages arising out of any occurrence while a prisoner is in the care, custody and control of Richmond County.

(5) To provide medical care for the prisoners within the Richmond County Jail; however, the City will be responsible for any medical costs incurred by the County for drugs, medical or dental care outside the confines of the Jail, for municipal prisoners from the City.

(6) To segregate from County funds the revenues received from the City pursuant to this contract and to place such funds in a County Jail fund as required by

O.C.G.A. §15-21-94 and to expend such funds for the sole purpose of constructing, operating and staffing the County Jail.

B. THE CITY AGREES:

(1) To impose and collect an additional penalty of ten per cent (10%) of the original fine for each offense against the criminal or traffic laws of this state or any ordinance of the municipality when such cases are tried in the municipal court of the City of Hephzibah.

(2) To impose and collect an additional sum equal to 10% of the original amount of any bail or bond posted, in any case involving a violation of the criminal or traffic laws of this state or violation of any ordinance of the City of Hephzibah.

(3) To remit the sums collected pursuant to paragraphs 1 and 2 above to the governing authority of Richmond County on the tenth day of the month following the month in which such sums are collected.

(4) To bear the cost of transporting City prisoners and detainees to and from the Richmond County Jail, located at 401 Walton Way, Augusta, Georgia.

(5) Unless otherwise agreed upon in writing by the parties, in no event shall the amount of money to be remitted to the County on a monthly basis be less than \$35.00 per day for each municipal prisoner housed in the County Jail. The City shall not be liable for any per day charge

on a person detained for six (6) hours or less. The per day charge shall cover detention of a person for each twenty-four (24) hour period beyond the initial six hours.

(6) Shall advise the County of the time to be served by each prisoner and any reduction in sentence for the prisoner.

C. TERMINATION - The City and County may terminate the contract for any reason upon giving 30 days written notice of termination to the other party to the contract, and such written notice shall be mailed, with return receipt requested, to the Chairman of the Board of Commissioners in case of the County and to the Chairman of the City Commission in the case of the City.

D. TIME - Time is of the essence in the performance of this contract.

E. CONTRACT PERIOD - This contract shall commence on January 1, 1991, and shall be indefinite unless otherwise terminated in accordance with Paragraph C above.

F. This contract contains all the terms and conditions and represents the entire agreement between the parties and supersedes any pre-existing contracts relating to the use of the County Jail by municipal prisoners. Any alterations of this contract shall be invalid unless it is made by an amendment in writing duly executed by both parties. There are no understandings, representations or agreements, written or oral, other than those contained herein.

IN WITNESS WHEREOF, the City and County have caused these presents to be executed by its proper officials, the day and year first above written.

SIGNED, SEALED AND DELIVERED) THE CITY OF HEPHZIBAH (L.S.)
in the presence of:)

Jeannette P. R. [Signature])

Notary Public, Richmond County, Ga.
My Commission Expires Sept. 14, 1993

NOTARY PUBLIC, RICHMOND CO.,)
COUNTY)

My Commission expires 9-14-93 .

By *AF Williams*)
Chairman, Hephzibah City)
Commission)

APPROVED BY THE CHAIRMAN AND COMMISSION OF THE CITY OF HEPHZIBAH, ON THE 1st DAY OF April, 1991, AND ENTERED ON THE MINUTES OF THE MEETING OF THE CITY OF HEPHZIBAH OF SAID DATE.

SIGNED, SEALED AND DELIVERED) RICHMOND COUNTY, GEORGIA (L.S.)
in the presence of:)

Linda J. Crawford)

Susan H. Smith)
NOTARY PUBLIC, RICHMOND CO.,)
GEORGIA)

My Commission expires Notary Public, Richmond County, Ga.
My Commission expires June 8, 1992

By *[Signature]*)
Chairman, Board of)
Commissioners)

Attest *Robert N. [Signature]*)
County Administrator)

APPROVED BY THE BOARD OF COMMISSIONERS OF RICHMOND COUNTY, GEORGIA, ON THE 19th DAY OF March, 1991, AND ENTERED ON THE MINUTES OF THE MEETING OF THE BOARD OF COMMISSIONERS OF SAID DATE.

Exhibit I

MEMORANDUM OF UNDERSTANDING (RADIO COMMUNICATIONS)

Date: November 25, 1995

In preparation for the merger of Police Operations throughout Richmond County the following procedures are encouraged and authorized. The centralized control and dispatch of units presently under the operational control of the City of Augusta, Blythe, Hephzibah and Richmond County are authorized to operate and be dispatched by Richmond County no later than December 31, 1995. Richmond County police units will be required to report to the Sheriff's Dispatcher while on duty and respond to transmissions relative to their primary area of jurisdiction. All dispatching will be conducted in accordance with the policies of the Richmond County Sheriff or his designee.

Law Enforcement

Exhibit I

All municipal units are encouraged to purchase communication equipment as soon as possible to provide satisfactory service and police protection to their citizens.

It is also understood that municipalities will, if appropriate, maintain their own radio systems for local dispatch utilizing assigned local frequencies, however, matters of a criminal nature will be coordinated to preclude duplication of resources and manpower.

This memorandum of understanding is subject to being reviewed and modified on a timely basis at the call of any signatory within ten (10) days of notification.

<u>James E. Lewis</u>	For the City of Hephzibah
<u>Frank B. Atkins</u>	For the City of Hephzibah
<u>J. E. Dornington</u>	For the Town of Blythe
<u>Jesse Hornsby</u>	For the Town of Blythe
<u>Richard A. Gelfand</u>	For the City of Augusta
<u>Dixie E. H. [unclear]</u>	For the Richmond County Sheriff's Department

City of Hephzibah

P.O. BOX 85
HEPHZIBAH, GA.

³⁰⁸¹⁵
January 25, 1990

Honorable Charles B. Webster
Sheriff, Richmond County, Georgia
Joint Law Enforcement Center
401 Walton Way
Augusta, Georgia 30911

Dear Sheriff Webster:

Reference is made to our meeting of 16 January, 1990, concerning policy use of your personnel for radio dispatch of Hephzibah Police units on U.H. frequencies.

Per our discussion, I have presented the proposal to all members of the Hephzibah City Commission, they have concurred by affixing their signatures below.

It is understood, that all transmissions are to be in accordance with F.C.C. and Richmond County Sheriffs' Department guidelines. It is further understood, that any deviation from accepted guidelines and established procedures will result in this operational agreement being discontinued.

The agreement will provide a more advantageous coverage and better response to our citizens.

I have requested Chief Waterman to contact you for any additional coordination you may consider appropriate.

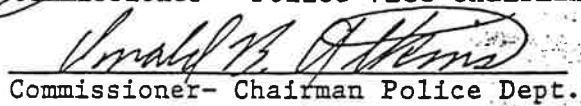
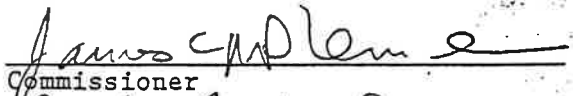
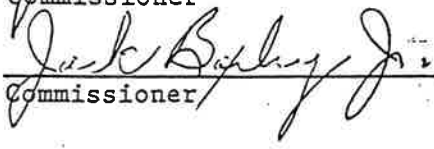
Respectfully yours,



Donald B. Atkins, Chairman
Police Department

DBA/jpr

Commissioners Concurrence


Chairman - Board of Commissioners
Commissioner - Police Vice-Chairman
Commissioner- Chairman Police Dept.
Commissioner
Commissioner

F 9.2

Rec'd. 3/17/93
C.C. V. Hawk
D.B.A. T.H.
MER J.H.
J.B. Hudson
ATW

**CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS)
NETWORK SERVICE AGREEMENT**

I. GENERAL PROVISIONS

This document constitutes an agreement between the RICHMOND COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as the TERMINAL AGENCY, and

(Agency Name): HEPHZIBAH POLICE DEPARTMENT

(Address): P O BOX 85, HEPHZIBAH, GEORGIA 30815

a criminal justice agency, hereinafter referred to as the NON-TERMINAL AGENCY. This agreement sets forth duties and responsibilities of both the TERMINAL AGENCY and the NON-TERMINAL AGENCY.

II. TERMINAL AGENCY RESPONSIBILITIES

The TERMINAL AGENCY will provide assistance to the NON-TERMINAL AGENCY in criminal justice information processing and communications through record inquiries, message transmittals or record entries in keeping with Georgia Crime Information Center (GCIC), National Crime Information Center (NCIC) and National Law Enforcement Telecommunications System (NLETS) standards. The TERMINAL AGENCY shall restrict access to criminal justice information, including criminal histories, to authorized employees of criminal justice agencies which have executed "User Agreements" with GCIC.

The TERMINAL AGENCY will provide full service to the NON-TERMINAL AGENCY, which includes making GCIC/NCIC record entries, modifications, locates, clearances and/or cancellations pertaining to wanted and missing persons, unidentified living or deceased persons, stolen vehicles, stolen guns, stolen boats and stolen securities. The TERMINAL AGENCY will provide this service according to Georgia Law, Rules of the GCIC Council, and NCIC regulations.

Once entries, updates or cancellations of GCIC/NCIC records are completed, the TERMINAL AGENCY will return copies of the worksheets submitted by the NON-TERMINAL AGENCY. In addition, the TERMINAL AGENCY will return terminal message printouts to the NON-TERMINAL AGENCY (case agency) which document the action(s) taken on records in question.

The TERMINAL AGENCY will retain a copy of the worksheet used for each GCIC/NCIC record entry and each subsequent modification and/or cancellation requested by the NON-TERMINAL AGENCY. These worksheets must be available at the TERMINAL AGENCY for review/inspection by GCIC and/or NCIC Auditors.

F 9.3

*Agreement of
C.C. V. Hawk
This Agreement
is for
J.B. Hudson
ATW*

The TERMINAL AGENCY requires that documentation supporting requests from the NON-TERMINAL AGENCY for GCIC/NCIC record entry, update and/or removal be received prior to taking requested action(s). These documents must be mailed or delivered in person to the TERMINAL AGENCY by the NON-TERMINAL AGENCY requesting service. If emergencies arise in which the speed of record entry is critical to the quick apprehension of wanted persons or recovery of stolen property, supporting documents may be provided after entry of the record.

When the TERMINAL AGENCY receives a CJIS network message or is otherwise notified that another agency has an interest in a record entered by the TERMINAL AGENCY on behalf of the NON-TERMINAL AGENCY, the TERMINAL AGENCY will notify the NON-TERMINAL AGENCY and will require the NON-TERMINAL AGENCY to confirm the "hit" with the agency having knowledge of the whereabouts of a wanted/missing person, or of stolen serial-numbered property. .

All criminal history records disseminated by the TERMINAL AGENCY in response to NON-TERMINAL AGENCY requests will be logged by the TERMINAL AGENCY. This information will only be disseminated to the NON-TERMINAL AGENCY by means of face-to-face communication, mail, and in certain cases by telephone or facsimile. Disseminations by radio communication are prohibited.

The TERMINAL AGENCY reserves the right to void this agreement if the NON-TERMINAL AGENCY fails in its responsibilities as set forth herein or violates provisions of Georgia Law, GCIC Council Rules, or NCIC regulations which regulate the access, control and dissemination of criminal justice information. The head of the TERMINAL AGENCY will notify the head of the NON-TERMINAL AGENCY of the action taken and reason(s) therefore. The TERMINAL AGENCY must provide an opportunity for resolution of the problem by the NON-TERMINAL AGENCY. If the agreement is voided, the TERMINAL AGENCY will notify the GCIC Director in writing of same. The TERMINAL AGENCY will provide a copy of this agreement to the NON-TERMINAL AGENCY and will retain a copy for review/inspection by GCIC and NCIC Auditors.

III. NON-TERMINAL AGENCY RESPONSIBILITIES

The NON-TERMINAL AGENCY will submit documents to the TERMINAL AGENCY when making requests for GCIC/NCIC record entries, modifications, locates, clearances and/or cancellations involving wanted/missing persons, unidentified living or deceased persons, stolen vehicles, stolen guns, stolen articles, stolen boats and stolen securities.

The NON-TERMINAL AGENCY's documentation supporting GCIC/NCIC record entries, updates and/or removal requests must be in the form of worksheets designed for this purpose which are available from the TERMINAL AGENCY. Uncoded information should be entered on the

worksheet in the portion labeled "For Local Use Only". Each completed worksheet may contain a telephone number, manned at all times, (to be entered in the Miscellaneous field) for "hit" verification purposes. This number may be designed as follows: "For Hits, call 123-456-7890". (Telephone numbers are mandatory if the TERMINAL AGENCY does not have a 24-hour radio contact with one or more members of the NON-TERMINAL AGENCY). Upon receiving a "hit" notice, the NON-TERMINAL AGENCY will provide the TERMINAL AGENCY with the information needed for a Hit Confirmation response message within ten minutes.

The NON-TERMINAL AGENCY's case files will include original documents (warrants, theft reports, missing person reports, etc.) upon which the worksheets are based. The documents, along with completed worksheets and CJIS Network printout messages indicating successful GCIC/NCIC entry, update, or cancellation (received from the TERMINAL AGENCY) must be available for review/inspection by GCIC and NCIC Auditors. Worksheets will be mailed or delivered in person to the TERMINAL AGENCY.

The NON-TERMINAL AGENCY is responsible for prompt notifications to the TERMINAL AGENCY to ensure removal of its record entries from GCIC/NCIC computerized files when they are no longer valid. Requests for record entry, update or removal must be mailed or delivered in person to the TERMINAL AGENCY by the NON-TERMINAL AGENCY.

The NON-TERMINAL AGENCY remains responsible for the required periodic validations of wanted/missing person and stolen property records entered in GCIC/NCIC computerized files by the TERMINAL AGENCY at the request of the NON-TERMINAL AGENCY. GCIC will send monthly packages including a listing of records to be validated to the NON-TERMINAL AGENCY.

IV. AUTHENTICATION

BY NON-TERMINAL AGENCY:

Agency Head: A. F. Williams

Title: Chairman- Board of Commission

Date: March 17, 1993

BY TERMINAL AGENCY:

Agency Head: Charles B. Webster
CHARLES B. WEBSTER

Title: SHERIFF

Date: MARCH 12, 1993

GEORGIA CRIME INFORMATION CENTER
CRIMINAL JUSTICE INFORMATION SYSTEM
USER AGREEMENT

This document constitutes an agreement between the Georgia Crime Information Center (GCIC), the State Administrator of the Georgia Criminal Justice Information System (CJIS), and

AGENCY Hephzibah Police Department

ORI SA 1210300

ADDRESS P.O. Box 85 2532 Hwy. 88

Hephzibah, GA. 30815-0085

a bona-fide criminal justice agency, hereinafter referred to as the User Agency.

This agreement sets forth duties and responsibilities for both GCIC and the User Agency.

GCIC agrees to maintain, operate and manage an electronic data processing criminal justice information system on a 24-hour, 7-day per week basis. GCIC further agrees to serve as the State control terminal agency to facilitate the exchange of information between the User Agency and other User Agencies, the National Crime Information Center (NCIC), the Georgia Department of Public Safety, the Georgia Department of Revenue, and the National Law Enforcement Telecommunications System (NLETS).

GCIC agrees to provide CJIS network service for the User Agency via a designated terminal agency. Unless otherwise restricted by GCIC, the User Agency is authorized full access to all CJIS network service and files.

Restrictions: (no entry of wanted/missing person and/or stolen abandoned property records) (none) (_____).

The User Agency agrees to abide by all laws of the United States and the State of Georgia, GCIC Council Rules, and all operational policies of NCIC, NLETS, and GCIC which regulate the collection, storage, processing, retrieval, and dissemination of criminal justice information.

The User Agency agrees to advise its employees of the penalties for illegal actions with regard to criminal justice information, as defined in GCIC Rule 140-1-.02.

GCIC reserves the right to terminate this agreement with or without notice upon determining that the User Agency has violated the terms of this agreement; such termination shall be pursuant to GCIC Council Rules.

Authentications:

USER AGENCY

GEORGIA CRIME INFORMATION CENTER

By K.P. Water

By Joseph D. Morgan

Title Chief of Police

Title Auditor

Date 11-13-89

Date Nov. 13, 1989

*Final Officer's or scene agreement
and no duplication of reports.
Copy H. P. Deputy.*

Memorandum Of Understanding

On January 26, 1995 a meeting was held in Sheriff Webster's office at 401 Walton Way, Augusta, GA 30901. Present at the meeting was Sheriff Webster, Major Carter, both with the Richmond County Sheriff Department and Chief Timothy Heffner of the Hephzibah Police Department.

The following memorandum of understanding was reach at this meeting:

1. That if a call is dispatched by the Sheriff Department that is within the city limits of Hephzibah and if a Hephzibah Police Officer is the first on the call he will do a report and Richmond County Deputy dispatched will offer assistance to Hephzibah Police. If no assistance is needed then the Deputy will go back into service and will do a miscellaneous report in reference to the call. The Hephzibah Police Officer will make the appropiate report in reference to the incident and a copy of that report will be sent to the attention of Major Carter of the Richmond County Sheriff Department no later than the next business day.
2. That if a Deputy with the Richmond County Sheriff Department is first at the scene of a incident he will handle the incident and the Hephzibah Police arriving on the scene will offer assistance if needed and if not will go back into service and do a miscellaneous report in reference to the incident and request a copy of the Richmond County deputy report no later than the next business day.

F 9.7
[Signature]

LAW ENFORCEMENT



Exhibit J

OFFICE OF THE ADMINISTRATOR

CHARLES R. OLIVER, PE CPA
ADMINISTRATOR

WALTER S. HORNSBY, III
ASST. ADMINISTRATOR

ROOM 801 - MUNICIPAL BUILDING
530 GREENE STREET - AUGUSTA, GA 30911
(706) 821-2400 - FAX (706) 821-2819

June 17, 1998

Mr. Tom F. Beck, Director
Recreation & Parks Department
2027 Lumpkin Road
Augusta, Georgia 30906

Dear Tom,

The Augusta Commission, at its Regular Meeting held Tuesday, June 16, 1998, approved a contractual agreement with the City of Hephzibah authorizing the City Hephzibah's personnel to act as building superintendents and to provide police and fire services at the Carroll Community Center. (As recommended by the Public Services Committee at their meeting held June 8, 1998.)

Should you have any questions in this regard, please do not hesitate to call.

Sincerely,

Charles R. Oliver
Administrator

CRO/shw

cc: Honorable Charles Webster
Chief Ronnie Few
Mr. David Collins
Mrs. Donna Williams

6-16-98-#42

F 10.1

CARROLL RECREATION CENTER, HEPHZIBAH, GA

Hephzibah Agrees:

REVIEW: (to include Historical Data)

1. The Hephzibah Recreation Center (Now Carroll Rec. Center) was constructed in 1986-87 as a joint venture between the City of Hephzibah and Richmond County
2. The Agreement was Hephzibah would pay for the Materials and the County would provide the Labor from the Correctional Institute and Parks Dept. under supervision of John Gilchrist.

Cost of Materials: \$55,000.00 paid to County 30 July 1987
Check # 3704.
3. It was also agreed the City would provide the water services to the recreation center,

Cost of construction: \$7,800.00, It was then agreed that Hephzibah would provided a full water system at no cost.
Result: Free water has been provided since construction in 1987.

Cost of construction of 6 and 8 in. lines; \$7,800,
(Paid by check # 3267, Dated 11/12/1986).
4. It was subsequently agreed that a walking track was needed to better serve the Hephzibah residents.

Cost to Hephzibah: \$5,834.85. County Labor; UNK.
5. To this date Hephzibah provides the Street Lights and possibly the lights for the walking track.
6. Hephzibah provided the funds to add an outside BBQ Pit at no cost to Richmond County. Cost: Est. \$900.00.
7. The Hephzibah Fire Department agreed to hose down the tennis courts as they became dirty or show evidence of dirt accumulation
8. The Hephzibah Police Dept. has been requested to provide assistance as needed and to check the recreation center for any criminal activity during odd hours. (community service).

F 10.2


Chairman

(County Recreation Agreement)

STATE OF GEORGIA
RICHMOND COUNTY

)
) SPECIAL COUNTY SALES AND
) USE TAX AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 1995, between RICHMOND COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "County" and THE CITY OF HEPHZIBAH, a municipal corporation under the laws of the State of Georgia, hereinafter referred to as "Hephzibah";

W I T N E S S E T H:

WHEREAS, the County and Hephzibah contemplate the passage of a Special County 1% Sales and use Tax for five (5) years effective January 1, 1996, pursuant to the provisions of Title 48, Chapter 8, Article 3 of the Code of Georgia, and

WHEREAS, the County and Hephzibah desire to work together on certain capital outlay projects for the improvement and enhancement of the County and Hephzibah, utilizing the proceeds of said tax.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the benefits and detriments flowing to and from each of the parties hereto, the parties agree as follows:

- (1) The County agrees to allocate to Hephzibah monthly, as received by the County, 0.88 percent of the said Special County

1% Sales and Use Tax to be used by Hephzibah for the construction of the projects set forth on "Exhibit A" attached hereto and incorporated herein by reference, and Hephzibah agrees to use such funds solely and exclusively for such purposes and within the maximum cost limitations as set forth on said "Exhibit A"; the manner, order and extent to which such projects are to be commenced and completed to be within the discretion of Hephzibah.

(2) Hephzibah warrants and represents that the estimated maximum costs of the projects as set forth in "Exhibit A" are accurate in the best judgment of Hephzibah. Hephzibah shall not use any portion of Hephzibah distributions to pay off any general obligation debt of Hephzibah. Hephzibah shall keep the distributions in a separate account from other funds of Hephzibah and shall not commingle the Hephzibah distributions with other funds of Hephzibah prior to their expenditure. Hephzibah shall maintain a record of each and every Hephzibah project for which the proceeds of the Tax are used. A schedule shall be included in each annual audit of Hephzibah which shows the amount of estimated costs for each Hephzibah project, amounts expended on each Hephzibah project in prior years, amount expended on each Hephzibah project in the current year and the estimated percentage of completion of each Hephzibah project. The auditor shall verify and test expenditures of each Hephzibah project sufficient to express an

opinion thereon in accordance with generally accepted government auditing standards.

(3) The County's financial obligation to fund the construction of said projects shall not extend past the said amount of 0.88 percent as set forth in paragraph numbered 1 above, and Hephzibah's obligation to construct such projects is limited to only that construction which can be performed with the funds paid to Hephzibah by County pursuant to this agreement.

(4) The parties acknowledge that the imposition of the Tax is subject to approval by the qualified voters of Richmond County in a referendum which will be called for September 19, 1995. The provisions of this Agreement are conditioned upon and subject to the approval of the imposition of the tax in this referendum. In the event that the imposition of the tax is not approved, all obligations of the parties under this Agreement shall thereafter be null and void and of no further force and effect and no party hereunder shall have any liability to any other party hereunder for any matter contained herein.

(5) Each of the parties hereto warrants and represents to the other that it will comply with all of the requirements of the laws of the State of Georgia, the resolution providing the extension of said tax and providing for a referendum thereon and the provisions of this Agreement and take such other actions as may

be necessary to insure that the validity of the collection of the Tax shall be maintained throughout the period that the Tax is to be imposed. In the event the Justice Department shall approve consolidation of Augusta and County pursuant to H.B. 805, all obligations and responsibilities imposed upon and assumed by the parties hereto shall devolve upon and be assumed by the newly formed government.

(6) This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by an instrument in writing signed by the duly authorized officers of each of the parties hereto.

IN WITNESS WHEREOF, the County and Hephzibah have caused these presents to be executed by their respective, duly authorized officials, the day and year first above written as the date of these present.

BOARD OF COMMISSIONERS OF
RICHMOND COUNTY, GEORGIA

By: Tommy E. Scroggs *Tommy E. Scroggs*
Chairman

Attest: Gerald W. Beasley *Gerald W. Beasley*
County Administrator

CITY OF HEPHZIBAH

By: James C. McPherson *James C. McPherson*
Mayor, City of Hephzibah

Attest: James F. R. R. R. *James F. R. R. R.*
Asst. Clerk of Council

CITY OF HEPHZIBAH

P.O. Box 85
Hephzibah, GA
30815

August 9, 1995

Mr. James Wall, Attorney
Richmond County Board of Commission
Augusta, Georgia 30911
FAX 706/ 821-2819

RE: SPECIAL COUNTY SALES AND USE TAX AGREEMENT - EXHIBIT "A"

WATER AND SEWERAGE:	
Oak Ridge Water Tank	\$ 113,250
Murphy Water Tank	47,600
Rhodes Ave. Water Tank	45,250
Water Storage Tank	350,000
Expansion Water Lines	115,000
BUILDING EXPANSIONS:	
Water Works	105,000
FIRE DEPARTMENT:	
New Building	255,000
EQUIPMENT:	
	325,000
ROAD IMPROVEMENTS AND STORM DRAINAGE:	()
TEIR TWO:	
Recreation Improvements	()
Sewerage Treatment Plant Improvements	()
Road Repair and Improvements	(84,785)
	<hr/>
	\$1,356,100

EXHIBIT "A"

F 11.5

TOTAL P.04
08.09.95 05:29 PM P04

F A X T R A N S M I S S I O N

CITY OF HEPHZIBAH
2530 Ga. HWY. 88
P. O. Box 85
Hephzibah, GA 30815
(706) 592-4423
FAX # (706) 592-2061

1187

DATE: August 16, 1995

TO: Victor Hawk

FROM: Martha R. Allen

Subject: Equipment List on Special 1% Sales Tax

Air Compressor	15,000.00
Back Hoe	40,000.00
Welder	6,000.00
Dresser Dozer	85,000.00
Asphalt Patcher	90,000.00
Street Sweeper	90,000.00

TOTAL P. 01

STATE OF GEORGIA)
) SPECIAL COUNTY SALES AND
RICHMOND COUNTY) USE TAX AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August, 1995, between RICHMOND COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as "County" and THE CITY COUNCIL OF AUGUSTA, a municipal corporation under the laws of the State of Georgia, hereinafter referred to as "City";

W I T N E S S E T H:

WHEREAS, the County and City contemplate the passage of a Special County 1% Sales and use Tax for five (5) years effective January 1, 1996, pursuant to the provisions of Title 48, Chapter 8, Article 3 of the Code of Georgia; and

WHEREAS, the County and City desire to work together on certain capital outlay projects for the improvement and enhancement of the County and City utilizing the proceeds of said tax.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the benefits and detriments flowing to and from each of the parties hereto, the parties agree as follows:

- (1) The County agrees to allocate to the City monthly, as received by the County, 26 percent of the said Special County 1% Sales and Use Tax to be used by the City for the construction of

the projects set forth on "Exhibit A" attached hereto and incorporated herein by reference, and the City agrees to use such funds solely and exclusively for such purposes and within the maximum cost limitations as set forth on said "Exhibit A"; the manner, order and extent to which such projects are to be commenced and completed to be within the discretion of the City.

(2) The City warrants and represents that the estimated maximum costs of the projects as set forth in "Exhibit A" are accurate in the best judgment of City. City shall not use any portion of the City distributions to pay off any general obligation debt of City. City shall keep the distributions in a separate account from other funds of City and shall not commingle the City distributions with other funds of City prior to their expenditure. City shall maintain a record of each and every City project for which the proceeds of the Tax are used. A schedule shall be included in each annual audit of City which shows the amount of estimated costs for each City project, amounts expended on each City project in prior years, amount expended on each City project in the current year and the estimated percentage of completion of each City project. The auditor shall verify and test expenditures of each City project sufficient to express an opinion thereon in accordance with generally accepted government auditing standards.

(3) The County's financial obligation to fund the

construction of said projects shall not extend past the said amount of 26 percent as set forth in paragraph numbered 1 above, and the City's obligation to construct such projects is limited to only that construction which can be performed with the funds paid to City by County pursuant to this agreement.

(4) The parties acknowledge that the imposition of the Tax is subject to approval by the qualified voters of Richmond County in a referendum which will be called for September 19, 1995. The provisions of this Agreement are conditioned upon and subject to the approval of the imposition of the tax in this referendum. In the event that the imposition of the tax is not approved, all obligations of the parties under this Agreement shall thereafter be null and void and of no further force and effect and no party hereunder shall have any liability to any other party hereunder for any matter contained herein.

(5) Each of the parties hereto warrants and represents to the other that it will comply with all of the requirements of the laws of the State of Georgia, the resolution providing the extension of said tax and providing for a referendum thereon and the provisions of this Agreement and take such other actions as may be necessary to insure that the validity of the collection of the Tax shall be maintained throughout the period that the Tax is to be imposed. In the event the Justice Department shall approve

consolidation of the City and County pursuant to H.B. 805, all obligations and responsibilities imposed upon and assumed by the parties hereto shall devolve upon and be assumed by the newly formed government.

(6) This Agreement constitutes the entire agreement between the parties as to the matters described herein and may not be amended except by an instrument in writing signed by the duly authorized officers of each of the parties hereto.

IN WITNESS WHEREOF, the County and City have caused these presents to be executed by their respective, duly authorized officials, the day and year first above written as the date of these present.

BOARD OF COMMISSIONERS OF
RICHMOND COUNTY, GEORGIA

By: *Sam E. Samps* *JHS*
Chairman

Attest: *Linda W. Beasley*
County Administrator

THE CITY COUNCIL OF AUGUSTA

By: *Charles A. Deberry*
Mayor, City of Augusta

Attest: *Jana Bonner*
Clerk of Council

SPECIAL PURPOSE SALES TAX FUND

PHASE III: POTENTIAL PROJECTS - TIER I

Street Improvements:

A. Street Resurfacing	5,000,000
B. St. Sebastian Way Extension	1,500,000
C. Discovery Center Entrance	500,000
D. Augusta Commons	2,000,000
E. Martin Luther King Dr. Improvements	300,000
F. Utility Relocation - Richmond Co. Projects	<u>1,162,215</u>
Subtotal:	10,462,215

Drainage Improvements:

A. Combined Sewer Overflows	10,500,000
B. Second Street Outfall Improvements	1,000,000
C. Third Level Canal Cleaning	1,000,000
D. Constructed Wetlands	10,500,000
E. Miscellaneous Drainage Improvements	2,000,000
F. Turknett Springs Detention Basin Cleaning	<u>250,000</u>
Subtotal:	25,250,000

Recreation Improvements:

A. Augusta Canal Improvements (Master Plan)	1,000,000
B. Golf Hall of Fame	2,000,000
C. Historical & Cultural Improvements	
1. Historic Renovation to Immaculate Conception Convent.	250,000
2. Cultural Center/Arts - Inner City.	750,000
3. Interpretative Center for Ezekiel Harris House & related Historic Improvements.	<u>200,000</u>
Subtotal:	<u>4,200,000</u>
Grand Total:	39,912,215

F 12.5

SPECIAL PURPOSE SALES TAX FUND

PHASE III: POTENTIAL PROJECTS - TIER II

Street Improvements:

- A. Various Street Improvements and Street Resurfacing

930,776

Drainage Improvements:

- A. Miscellaneous Drainage Improvements

1,728,584

Grand Total:

2,659,360

Prepared by the City Engineering Department

F 12.6

Exhibit M

(Z)
4/29/99
[Signature]

**FFY 99 Performance Partnership Agreement
Between the Georgia Emergency Management Agency
and Augusta-Richmond County Government**

In order to best ensure that state and local governments are fully prepared to help their citizens in times of emergency, the parties below agree to abide by the following partnership principles:

Local Government Commitment

- 1) The Emergency Management Agency and its Director agree to meet the requirements specified in the Official Code of Georgia Annotated (Section 38-3-27), the Emergency Management Act of 1981, as amended;
- 2) The Emergency Management Agency Director agrees to provide GEMA via the GMEI e-mail system or other means with the following documents and information:
 - A Local Annual Workplan for the Federal Fiscal Year 1999
 - An updated descriptive list of critical facilities in the county and its cities
 - A prioritized list of the resources most needed by the county and its cities in the event of Y2K (Year 2000) related problems
 - The status of Y2K Emergency Management Contingency Plans;
- 3) The Emergency Management Agency Director will designate a 24 hour/7 day **single point of contact** for official receipt and distribution of information from GEMA;
- 4) The Emergency Management Agency Director will promptly provide GEMA with a situation report detailing emergency and disaster events in the county and its cities; and,
- 5) The Emergency Management Agency Director will actively seek to establish mutual aid agreements with neighboring local governments for assistance during emergencies and disasters.

Georgia Emergency Management Agency Commitment

- 1) GEMA agrees to provide required and necessary state and federal resources to local governments on a timely basis in response to major emergencies and disasters;
- 2) GEMA agrees to provide available funding support to local governments for appropriate administrative expenses;
- 3) GEMA agrees to provide a comprehensive training and exercise program for emergency management personnel;

F 13.1

- 4) GEMA agrees to provide weather warning and other critical situational information to local governments on a timely basis;
- 5) GEMA agrees to provide local governments necessary and requested information, advice, recommendations, and technical assistance concerning emergency management administrative, operations and planning issues;
- 6) GEMA agrees to administer and manage federal and state assistance programs for the benefit of local governments; and,
- 7) GEMA agrees to eliminate restrictive and unnecessary administrative requirements in managing its responsibilities on behalf of local governments.

By signing this Performance Partnership Agreement, Augusta-Richmond County and GEMA agree to work cooperatively to best protect the lives and property of the citizens of Georgia.

Local Government Agreement

Emergency Management Director

Chief Executive/Authorized Official

Signature: Pamela F. Tucker

Bob Young

Print Name: Pamela F. Tucker

Bob Young

Date: 2/23/99

3/30/99

Georgia Emergency Management Agency Agreement

Georgia Emergency Management Director

Signature: Gary W. McConnell

GARY W. McCONNELL

Performance Partnership Agreement Between the Georgia Emergency Management Agency and Augusta-Richmond County Government

This partnership agreement between the Georgia Emergency Management Agency (GEMA) and Augusta-Richmond County will provide the mechanism for passing through funds from the Federal Emergency Management Agency to local governments. The agreement emphasizes outcomes, not process, in measuring the progress made by counties in achieving state and local government goals. It provides local governments with increased flexibility for better organizing and managing their emergency management agency activities in exchange for increased accountability and performance standards.

Federal funds will be provided to counties based on their meeting the following requirements which reflect federal and state law and accepted professional practices.

I. Emergency Management Agency Director Qualifications

A. Personal

- Must be at least 21 years of age;
- Shall not have been convicted of a felony; and
- Must be approved by the Director of GEMA and appointed by the Governor.

B. Education

- Shall have completed a high school education or General Equivalency Diploma (GED); and
- Work experience in emergency operations or closely related fields.

C. Training

- Must complete training courses required by GEMA within two years of appointment.

D. Capability

- Must have demonstrated ability to prepare and develop emergency plans.

E. Availability

Must be able to carry out EMA missions and be available on a timely basis for training and operations activities. Full-time paid directors should not have an

occupation which conflicts with emergency management duties. GEMA encourages the employment of a full-time director whenever possible.

II. Emergency Management Agency/Local Government Requirements

A. Operations

- Must have an Emergency Operations Center with communications connectivity such as radios, telephones, facsimile machines, or paging systems and enough trained personnel to conduct effective disaster response and recovery operations. Provision of emergency power supply encouraged, along with sufficient space for additional disaster personnel, volunteers, and media.

B. Planning

- Must have a plan(s) which addresses emergency operations and mitigation opportunities. This plan must be GEMA reviewed and approved annually.

C. Exercises

- Must have at least one major functional exercise per year; one full-scale exercise every four years either individually or in concert with other local EMAs. Equivalent actual experiences (disaster response and recovery activities) may be substituted for this requirement.

D. Mutual Aid Agreement

- Counties are encouraged to enter into comprehensive mutual aid agreements with at least one surrounding county.

E. Records and Documentation

- Required progress reports, plans, and other documentation of activities must be provided to GEMA on a timely basis.

In addition to meeting the above Director and Agency qualifications, several work products will be required of local governments. All are designed to be useful to local governments in carrying out their public safety responsibilities. These products will be fully developed over the next several years. GEMA will provide more direction, research, and other assistance in helping local governments further develop their ideas, plans, and strategies for emergency preparedness, response, and recovery.

GEMA will provide necessary technical assistance to assist local governments in meeting the following requirements:

F 13.4

Threat Analysis

Each local government should develop a comprehensive plan for identifying the specific threats which might impact their county. This study should include an estimate of the probability of such events occurring and their estimated impact.

Questionnaire on Critical Facilities is enclosed.

Capabilities Assessment

Each local government should develop a comprehensive plan for evaluating and cataloging their resources, both personnel and equipment, for responding to and recovering from the types of disasters identified in their threat analysis. This study should include an analysis of strengths and weaknesses from a system-wide perspective.

Questionnaire on Capabilities Assessment is enclosed.

Taken together, these products will provide a useful, practical "roadmap" for a county to use in best ensuring the safety and property of its citizens. Also, GEMA is committed in the partnership. Some of our commitments are listed below.

GEMA's Partnership Commitment to Local Governments:

- Provide required and necessary state and federal resources in cases of major disasters and emergencies;
- Provide funding support for administrative expenses;
- Provide a comprehensive training program for emergency management personnel;
- Provide 24 hour communications and weather warning systems;
- Provide information and technical assistance concerning emergency management operations and planning issues;
- Administer state and federal disaster relief programs on behalf of affected counties;

F 13.5

- Provide this assistance in a flexible, proactive, and practical manner, and
- Eliminate restrictive and unnecessary administrative requirements.

By signing this Performance Partnership Agreement, **Augusta-Richmond County** and GEMA agree to work cooperatively in ensuring the safety of their communities and protecting the lives and property of the citizens of Georgia.

Local Emergency Management Agency Director

Signature: Pamela P. Tucker

Print Name: Pamela P. Tucker

Date: 2/10/97

Local Chief Executive/Authorized Official

Charles R. Oliver 2/10/97

ADMINISTRATOR

Charles R. Oliver

2/10/97

Georgia Emergency Management Director

Signature: [Signature]

Print Name: _____

Date: _____