



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR

MORGAN

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.

- MORGAN COUNTY
CITY OF BOSTWICK
CITY OF BUCKHEAD
CITY OF MADISON
CITY OF RUTLEDGE

JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY & WALTON COUNTY

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.

- 1. AMBULANCE SERVICES
2. ANIMAL CONTROL
3. BUILDING INSPECTIONS
4. CEMETERY
5. CODE ENFORCEMENT
6. COURTS
7. ECONOMIC DEVELOPMENT
8. ELECTIONS
9. EMERGENCY MANAGEMENT SERVICES
10. FIRE PROTECTION
11. HEALTH AND HUMAN SERVICES
12. JAILS
13. LAND USE PLANNING
14. LAW ENFORCEMENT
15. LIBRARIES
16. PARKS AND RECREATION
17. PROPERTY TAX ASSESSMENT AND COLLECTION
18. PUBLIC TRANSPORTATION
19. ROAD/BRIDGE CONSTRUCTION/MAINTENANCE
20. SENIOR CENTER
21. SOLID WASTE COLLECTION/RECYCLING
22. SOLID WASTE DISPOSAL
23. WASTE WATER
24. WATER SUPPLY, TREATMENT AND DISTRIBUTION
25. ZONING ADMINISTRATION
26. ZONING ENFORCEMENT

Verified



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: MORGAN COUNTY Service: AMBULANCE SERVICES

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

Morgan County	General Fund, User Fees

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: AMBULANCE SERVICES

Parties: Morgan County and the cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides ambulance services for all residents with a contract with National EMS.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Madh B. Bohlen

Title: CHAIRMAN, BOC

Attest: Mark B. Craig

CITY OF MADISON

By: B. Skell

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Wm. L. H.

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: William C. Special

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

SERVICE DELIVERY AGREEMENT

Service: ANIMAL CONTROL

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The city of Madison provides animal control within their city limits and transports the animals to the Madison pound. The City of Rutledge and Morgan County contract pound activities on a space available basis with the City of Madison. Morgan County, Bostwick, Buckhead, and Rutledge have limited dog catching capabilities.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN, BOC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

A G R E E M E N T

THIS AGREEMENT entered into effective the 12th day of JANUARY, 1998, by and between MORGAN COUNTY, GEORGIA, by and through its Board of Commissioners presently consisting of Mack B. Bohlen, Chairman, Walter Curtis Butler, Jr., Vice Chairman, W. Michael Nabors, DeWitt Knight and Thomas Bell, hereinafter sometimes referred to as "County", and THE CITY OF MADISON, GEORGIA, acting through its Mayor, who currently is Bruce E. Gilbert, and its County presently consisting of R. D. Crawford, Barry N. Lurey, Fred Perriman, Roy Womack and Clyde Sims, hereinafter referred sometimes referred to as "City"; and

WHEREAS, the City has a facility commonly known as the dog pound which it uses to house certain dogs who may be dangerous and/or whose owners cannot be located; and

WHEREAS, the County does not have such a facility and has been using the aforesaid facility of the City; and

WHEREAS, the County has been paying a fee to the City on a daily basis for the storage of such dogs plus certain expenses; and

WHEREAS, the arrangement between the parties has been satisfactory, and the parties wish to memorialize the same in writing; and

NOW THEREFORE, it is hereby agreed as follows:

1.

The hereinbefore referenced recitals are hereby made a part of this agreement.

2.

Upon the written request of the County Manager to do so, the City agrees to accept on a space available basis all dogs brought to the City's dog pound by an employee of the County or a constitutional officer of Morgan County, Georgia.

3.

The County agrees to pay a fee for each such authorized dog who is so maintained by the City at the rate of \$10.00 per dog plus extraordinary expenses such as veterinarian bills.

4.

This agreement will be binding on the parties hereto effective on the date shown hereinbefore, and ending at midnight on the 30th day of June 1998. This agreement will then continue on an annual basis beginning July 1st of each year and ending on June 30th of the next year unless this agreement is terminated under paragraph 5 or paragraph 6 hereinafter.

5.

Either party hereto may cancel and terminate this agreement at the end of any fiscal year, provided notice of such intention to so terminate and cancel the agreement shall be given not later than 180 days prior to the end of said year, otherwise, it shall remain in force on a yearly basis.

6.

If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving fifteen (15) days notice thereof. The parties shall receive pro-rated compensation for services rendered under the agreement. The breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach. The non-breaching party may withhold payment for the purposes of set off.

7.

The City will furnish adequate personnel necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the City.

8.

All notices or communications hereunder shall be sufficient if given and delivered personally or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- a. Chairman, Morgan County Board of Commissioners
P. O. Box 168
Madison, GA 30650
- b. Mayor, City of Madison
P. O. Box 32
Madison, GA 30650

9.

County shall indemnify and hold City harmless from and against all damages, claims, or demands that may arise or may be occasioned by any decision made to pick up or impound any dog if such requested impounding is done at the direction of the County Manager or any order to terminate the life of any dog if such action was being taken because of a request of the County Manager. County shall defend City against any such damages, claims or demands, and on demand reimburse City for any and all costs and expenses incurred by City in connection therewith, including reasonable attorneys' fees and expenses.

10.

Except as limited in paragraph 9 hereinbefore, City shall indemnify and hold County harmless from and against all damages, claims, or demands that may arise or may be occasioned by the storage or care of any dog in said facility of City. City shall defend County against any such damages, claims or demands, and on demand reimburse County for any and all costs and expenses incurred by County in connection therewith, including reasonable attorneys' fees and expenses.

11.

The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without

prior written approval of the other party hereto.

12.

It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

13.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

14.

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

15.

Time is and shall be of the essence of this agreement.

16.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

17.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

18.

This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

19.

Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

20.

All references to particular paragraphs and subparagraphs by number or letter refer to the text of the paragraphs or subparagraphs so numbered or lettered in this agreement.

21.

No failure of any party to exercise any power given under

this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

22.

This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Mack B. Bohlen, Sr.
Mack B. Bohlen, Sr., Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Vice
Chairman

J. DeWitt Knight
J. DeWitt Knight, Commissioner

W. Michael Nabors
W. Michael Nabors, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Jane J. Jarrett
Unofficial Witness

[Signature]
Notary Public, Morgan Co., GA
My commission expires: 10-7-2000

CITY OF MADISON, GEORGIA (SEAL)

By: Bruce E. Gilbert
Bruce E. Gilbert, Mayor

R. D. Crawford
R. D. Crawford, Council Member

Fred Perriman
Fred Perriman, Council Member

Barry N. Lurey
Barry N. Lurey, Council Member

Clyde Sims
Clyde Sims, Council Member

Roy C. Womack
Roy C. Womack, Council Member

Attest: W. David Nunn
W. David Nunn, City Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Linda Allen
Unofficial witness

Philip M. Russell
Notary Public, Morgan Co., GA
My commission expires Notary Public, Morgan County, Georgia
My Commission Expires April 30, 2000
Date Notarized: 1/16/98

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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: MORGAN COUNTY Service: BUILDING INSPECTIONS

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

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

Morgan County	General Fund, User Fees

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

No Change

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

Agreement Name:

Contacting Parties:

Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999
Building Inspection Agreement	Morgan County - Madison	August 31, 1994

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: BUILDING INSPECTIONS

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides building inspection services to unincorporated areas and to the cities of Bostwick, Buckhead, Madison, and Rutledge. All fees collected go to Morgan County.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark S. Bollen

Title: CHAIRMAN BOE

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

STATE OF GEORGIA,

COUNTY OF MORGAN:

A G R E E M E N T

THIS AGREEMENT is made this 1st day of June, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Buckhead, whose current Mayor is Paul Bryant and whose current Council Members are Charles Bell, Martha Nunnally, Gail Howell Wade and Nelson Stewart, hereinafter sometimes referred to as "City".

W I T N E S S E T H :

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Buckhead; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Buckhead; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Buckhead; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Buckhead and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Buckhead, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County Building Inspector for the inspection of buildings inside the city limits of the City of Buckhead.

2.

County shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

3.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

4.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

5.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Buckhead
Buckhead City Hall
Buckhead, Georgia 30625
Attn: Mayor, Paul Bryant

6.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

7.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.

Time is and shall be of the essence in this agreement.

MORGAN COUNTY BOARD OF COMMISSIONERS

By:

Henry G. Carson
Henry G. Carson, Chairman

S. J. Saffold, Jr.
S. J. Saffold, Jr., Vice Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner

Douglas E. Ewing
Douglas E. Ewing, Commissioner

Mack Bohlen
Mack Bohlen, Commissioner

Attest:

Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Charles D. ...
Unofficial witness

Christa Thomas
Notary Public, Morgan Co., GA
My commission expires: 11/25/1995

CITY OF BUCKHEAD, GEORGIA

BY:

Paul Bryant
Paul Bryant, Mayor

Charles Bell
Charles Bell, Council Member

Martha M Nunnally
Martha Nunnally, Council Member

Gail Howell Wade
Gail Howell Wade, Council Member

Nelson R. Stewart
Nelson Stewart, Council Member

Signed, sealed and delivered
the date first above written
in the presence of:

Charles C. Pally, Sr.
Unofficial witness

Joy Ann Bryant
Notary Public, Morgan Co., GA
My commission expires: 05/15/98
I:\buckhead.agr

EXHIBIT 'A'

MORGAN COUNTY INSPECTION DEPARTMENT

MADISON, GEORGIA 30650

PHONE 342-4373

PERMIT FEES

\$500 and Less	No fee, unless inspection required, in which case a \$5 fee for each inspection shall be charged.
\$501 to \$2000	\$5 per thousand or fraction thereof.
\$2001 to \$15,000	\$10 for the first \$2000 plus \$3 for each additional thousand or fraction thereof, to and including \$15,000.
\$15,001 to \$50,000	\$49 for the first \$15,000 plus \$2.50 for each additional thousand or fraction thereof, to and including \$50,000.
\$50001 to \$100,000	\$136.50 for the first \$50,000, plus \$2 for each additional thousand or fraction thereof to and including \$100,000.
\$100,001 to \$500,000	\$236.50 for the first \$100,000 plus \$1.25 for each additional thousand or fraction thereof, to and including \$500,000.
\$500,001 and up	\$736.50 for the first \$500,000, plus \$.75 for each additional thousand or fraction thereof.

MOVING OF BUILDING OR STRUCTURES

For the moving of any building or structure, the fee shall be \$50.

DEMOLITION OF BUILDING

The demolition of any building or structure, the fee shall be \$25. Where work for which a permit is required by this Code has started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.

STATE OF GEORGIA,
COUNTY OF MORGAN:

A G R E E M E N T

THIS AGREEMENT is made this 1st day of March, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Rutledge, whose current Mayor is Susan Herndon and whose current Council Members are Holley Adams, June Medford, Jimmy Thompson and Franklin Clark, hereinafter sometimes referred to as "City".

W I T N E S S E T H :

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Rutledge; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Rutledge; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Rutledge; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Rutledge and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Rutledge, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County Building Inspector for the inspection of buildings inside the city limits of the City of Rutledge.

2.

County shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

3.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

4.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

5.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Rutledge
Rutledge City Hall
P. O. Box 277
Rutledge, Georgia 30663
Attn: Mayor, Susan Herndon

6.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

7.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.

Time is and shall be of the essence in this agreement.

MORGAN COUNTY BOARD OF COMMISSIONERS

By:

Henry G. Carson
Henry G. Carson, Chairman

S. J. Saffold, Jr.
S. J. Saffold, Jr., Vice Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner

Douglas E. Ewing
Douglas E. Ewing, Commissioner

Mack Bohlen
Mack Bohlen, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Christa Thomas
Unofficial witness

Christa Thomas
Notary Public, Morgan Co., GA

My commission expires: Nov 25, 1995

CITY OF RUTLEDGE, GEORGIA

BY:

Susan Herndon
Susan Herndon, Mayor

Holley Adams
Holley Adams, Council Member

June Medford
June Medford, Council Member

Jimmy Thompson
Jimmy Thompson, Council Member

Franklin Clark
Franklin Clark, Council Member

Signed, sealed and delivered
the date first above written
in the presence of:

Mack Wehring
Unofficial witness

Hazel Conner
Notary Public, Morgan Co., GA

My commission expires: 3-20-95

Notary Public, Morgan County, Georgia
My Commission Expires March 20, 1995

I: \rutledge.agr

Date Notarized: 7-26-93

EXHIBIT 'A'

MORGAN COUNTY INSPECTION DEPARTMENT

MADISON, GEORGIA 30650

PHONE 342-4373

PERMIT FEES

\$500 and Less	No fee, unless inspection required, in which case a \$5 fee for each inspection shall be charged.
\$501 to \$2000	\$5 per thousand or fraction thereof.
\$2001 to \$15,000	\$10 for the first \$2000 plus \$3 for each additional thousand or fraction thereof, to and including \$15,000.
\$15,001 to \$50,000	\$49 for the first \$15,000 plus \$2.50 for each additional thousand or fraction thereof, to and including \$50,000.
\$50001 to \$100,000	\$136.50 for the first \$50,000, plus \$2 for each additional thousand or fraction thereof to and including \$100,000.
\$100,001 to \$500,000	\$236.50 for the first \$100,000 plus \$1.25 for each additional thousand or fraction thereof, to and including \$500,000.
\$500,001 and up	\$736.50 for the first \$500,000, plus \$.75 for each additional thousand or fraction thereof.

MOVING OF BUILDING OR STRUCTURES

For the moving of any building or structure, the fee shall be \$50.

DEMOLITION OF BUILDING

The demolition of any building or structure, the fee shall be \$25. Where work for which a permit is required by this Code has started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.

STATE OF GEORGIA,

COUNTY OF MORGAN:

A G R E E M E N T

THIS AGREEMENT is made this 1st day of March, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Bostwick, whose current Mayor is P. Herschel Speer and whose current Council Members are Troy Dobbs, A. H. Malcom, III, Ronnie Maxwell and June Whittaker, hereinafter sometimes referred to as "City".

W I T N E S S E T H :

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Bostwick; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Bostwick; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Bostwick; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Bostwick and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Bostwick, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County Building Inspector for the inspection of buildings inside the city limits of the City of Bostwick.

2.

County shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

3.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

4.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

5.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Bostwick
Bostwick City Hall
Bostwick, Georgia 30625
Attn: Mayor, P. Herschel Speer

6.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

7.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.

Time is and shall be of the essence in this agreement.

MORGAN COUNTY BOARD OF COMMISSIONERS

By:

Henry G. Carson
Henry G. Carson, Chairman

S. J. Saffold, Jr.
S. J. Saffold, Jr., Vice Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner

Douglas E. Ewing
Douglas E. Ewing, Commissioner

Mack Bohlen
Mack Bohlen, Commissioner

Attest:

Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Charles P. ...
Unofficial witness

Chester Thomas
Notary Public, Morgan Co., GA
My commission expires: Nov 25 97

CITY OF BOSTWICK, GEORGIA

By:

P. Herschel Speer
P. Herschel Speer, Mayor

Troy Dobbs
Troy Dobbs, Council Member

A. H. Malcom III
A. H. Malcom, III, Council Member

Ronnie Maxwell
Ronnie Maxwell, Council Member

June Whittaker
June Whittaker, Council Member

Signed, sealed and delivered
the date first above written
in the presence of:

M. Lynn Jackson
Unofficial witness

Doris J. Harris
Notary Public, Morgan Co., GA
My commission expires: 03/22/97

I:\Bostwick.agr

STATE OF GEORGIA,

COUNTY OF MORGAN:

A G R E E M E N T

THIS AGREEMENT is made this 1st day of June, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Madison, whose current Mayor is Bruce E. Gilbert and whose current Council Members are Barry N. Lurey, Robert D. Crawford, Fred Perriman, Roy Womack and Lyn Hunt, hereinafter sometimes referred to as "City".

W I T N E S S E T H :

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Madison; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Madison; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Madison; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period

not exceeding 50 years, with any other public agency, public corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Madison and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Madison, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County Building Inspector for the inspection of buildings inside the city limits of the City of Madison.

2.

City shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. Ninety percent of all of such fees shall be promptly paid by City to County. The remaining ten percent shall be retained by City. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

3.

In the event the Morgan County Building Inspector is not available or able to perform the agreed upon duties hereunder within the City of Madison or within the unincorporated areas of Morgan County, such duties may at the sole option of City up to 15 days per calendar year be performed by the City of Madison's

City Manager or his designate although ninety percent of all such fees collected shall be paid by the City to County.

4.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Madison
Madison City Hall
P. O. Box 32
Madison, Georgia 30625
Attn: Mayor Bruce E. Gilbert

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder

hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Henry G. Carson
Henry G. Carson, Chairman
S. G. Saffold, Jr.
S. G. Saffold, Jr., Vice Chairman
Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner
Douglas E. Ewing
Douglas E. Ewing, Commissioner
Mack Bohlen
Mack Bohlen, Commissioner
Attest: Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered the date first above written in the presence of:

Chester Thomas
Unofficial witness
Notary Public, Morgan Co., GA
My commission expires: Nov 1995

CITY OF MADISON, GEORGIA

BY: Bruce E. Gilbert
Bruce E. Gilbert, Mayor
Barry N. Lurey
Barry N. Lurey, Council Member
Robert D. Crawford
Robert D. Crawford, Council Member
Fred Perriman
Fred Perriman, Council Member
Roy Wmack
Roy Wmack, Council Member
Lyn Hunt
Lyn Hunt, Council Member

Signed, sealed and delivered the date first above written in the presence of:

Shirley M. Russell
Unofficial witness
Notary Public, Morgan Co., GA
My commission expires: June 4, 1996
I: \Madison.agr

Notary Public, Morgan County, Georgia
My Commission Expires June 4, 1996
Date Notarized 7-12-93

EXHIBIT 'A'

MORGAN COUNTY INSPECTION DEPARTMENT

MADISON, GEORGIA 30650

PHONE 342-4373

PERMIT FEES

\$500 and Less	No fee, unless inspection required, in which case a \$5 fee for each inspection shall be charged.
\$501 to \$2000	\$5 per thousand or fraction thereof.
\$2001 to \$15,000	\$10 for the first \$2000 plus \$3 for each additional thousand or fraction thereof, to and including \$15,000.
\$15,001 to \$50,000	\$49 for the first \$15,000 plus \$2.50 for each additional thousand or fraction thereof, to and including \$50,000.
\$50001 to \$100,000	\$136.50 for the first \$50,000, plus \$2 for each additional thousand or fraction thereof to and including \$100,000.
\$100,001 to \$500,000	\$236.50 for the first \$100,000 plus \$1.25 for each additional thousand or fraction thereof, to and including \$500,000.
\$500,001 and up	\$736.50 for the first \$500,000, plus \$.75 for each additional thousand or fraction thereof.

MOVING OF BUILDING OR STRUCTURES

For the moving of any building or structure, the fee shall be \$50.

DEMOLITION OF BUILDING

The demolition of any building or structure, the fee shall be \$25. Where work for which a permit is required by this Code has started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.



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: MORGAN COUNTY

Service: CEMETERY

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

[] Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)

[X] 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.)

Bostwick, Buckhead, Madison, and Rutledge.

[] 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 provide, 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 [X] 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:

Table with 2 columns: Local Government or Authority, Funding Method. Rows include Bostwick, Buckhead, Madison, and Rutledge, all with 'General Fund, User Fees' as the funding method.

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Table with 3 columns: Agreement Name, Contacting Parties, Effective and Ending Dates. Row 1: Service Delivery Agreement, Morgan County - All Cities, October 1, 1999.

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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? [X] Yes [] No

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

SERVICE DELIVERY AGREEMENT

Service: CEMETERY

Parties: Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Each city maintains a city cemetery with general funds and user fees.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of NOVEMBER, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN, BDC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



**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: MORGAN COUNTY Service: CODE ENFORCEMENT

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

Morgan County	General Fund, Grants

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

No Change

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Code Enforcement Agreement	Morgan County - All Cities	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725

Date completed: October 1, 1999

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 AGREEMENT

Service: CODE ENFORCEMENT

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County will provide code enforcement of County Environmental Ordinances and citations that will occur in Morgan County court systems.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark A. Bollen

Title: CHAIRMAN, BOC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

STATE OF GEORGIA,

COUNTY OF MORGAN:

A G R E E M E N T

THIS AGREEMENT is made effective this 11 day of JANUARY, 1999, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Mack B. Bohlen, and whose current members are Walter Curtis Butler, Jr., Vice-Chairman, DeWitt Knight, W. Michael Nabors, and Thomas H. Bell, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Madison, whose current Mayor is Bruce E. Gilbert and whose current Council Members are Barry N. Lurey, Fred Perriman, Roy Womack, Clyde Sims, and Lyn Hunt, hereinafter sometimes referred to as "City".

W I T N E S S E T H :

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer") presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Madison; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Madison as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Madison and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Madison, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Madison.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4.

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Madison
P. O. Box 32
Madison, Georgia 30650
Attn: Mayor, Bruce E. Gilbert

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Mack B. Bohlen
Mack B. Bohlen, Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Vice
Chairman

DeWitt Knight
DeWitt Knight, Commissioner

W. Michael Nabors
W. Michael Nabors, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Jane S. Laster
Unofficial witness

[Signature]
Notary Public Morgan Co. GA
My commission expires: Oct 7, 2001

CITY OF MADISON, GEORGIA

By: Bruce E. Gilbert
Bruce E. Gilbert, Mayor

Barry N. Lurey
Barry N. Lurey, Council Member

Fred Perriman
Fred Perriman, Council Member

Roy Womack
Roy Womack, Council Member

Clyde Sims
Clyde Sims, Council Member

Lyn Hunt
Lyn Hunt, Council Member

Signed, sealed and delivered
the date first above written
in the presence of:

Linda A Penn
Unofficial witness

William D. [Signature]
Notary Public, Morgan Co., GA
My commission expires: _____

Notary Public, Morgan County, Georgia
My Commission Expires May 1, 2000
Date Notarized: 02/08/99

JOB TITLE: Environmental Code Enforcement Officer

DEPARTMENT: Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental laws in the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- o Development, implementation, and maintenance of a state approved local (county) solid waste regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- o Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- o Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- o Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- o Serves as code enforcement officer for county by enforcing all county environmental/development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- o Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors.
- o Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

Exhibit "A"

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objectives. The employee works independently to determine the methods of accomplishing the goals. The work is reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulations. These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforcement. The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinances are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lifting, walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee may be exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia.
- o Ability to effectively communicate with others.

STATE OF GEORGIA,
COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made effective this 3rd day of August, 1999, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Mack B. Bohlen, and whose current members are Walter Curtis Butler, Jr., Vice-Chairman, DeWitt Knight, W. Michael Nabors, and Thomas H. Bell, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Bostwick, whose current Mayor is Wm. David Nunn and whose current Council Members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whitaker, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer") presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Bostwick; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Bostwick as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

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

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Bostwick and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Bostwick, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Bostwick.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4.

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and

delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Bostwick
P. O. Box 129
Bostwick, Georgia 30623
Attn: Mayor, Wm. David Nunn

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

COMMISSIONERS

MORGAN COUNTY BOARD OF

By: Mack B. Bohlen
Mack B. Bohlen, Chairman

Walter Curtis Butler Jr
Walter Curtis Butler, Jr., Vice
Chairman

J. DeWitt Knight
DeWitt Knight, Commissioner

W. Michael Nabors
W. Michael Nabors, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

[Signature]
Unofficial witness

[Signature]
Notary Public, Morgan Co., GA
My commission expires: 10-7-2001

CITY OF BOSTWICK, GEORGIA

By: Wm. David Nunn
Wm. David Nunn, Mayor

Troy Bobbs
Troy Bobbs, Council Member

Joe Kidd
Joe Kidd, Council Member

Marvin Ruark
Marvin Ruark, Council Member

June Whitaker
June Whitaker, Council Member

Signed, sealed and delivered
the date first above written
in the presence of:

Debra P. Bridges
Unofficial witness

Shirley M. Russell
Notary Public, Morgan Co., GA
My commission expires: _____

i:\data\madison\enforce.bostwick

Notary Public, Morgan County, Georgia
My Commission Expires April 30, 2000
Date Notarized: 7/8/99

JOB TITLE: Environmental Code Enforcement Officer

DEPARTMENT: Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental in the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- o Development, implementation, and maintenance of a state approved local (county) solid regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- o Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- o Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- o Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- o Serves as code enforcement officer for county by enforcing all county environmental/development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- o Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors
- o Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

Exhibit "A"

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objectives. The employee works independently to determine the methods of accomplishing the goals. The work is reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulations. These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforcement. The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinances are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lifting, walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee may be exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia.
- o Ability to effectively communicate with others.

STATE OF GEORGIA,

COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made effective this 25 day of JUNE, 1999, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Mack B. Bohlen, and whose current members are W. Michael Nabors, Vice-Chairman, DeWitt Knight, Walter Curtis Butler, and Thomas H. Bell, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Rutledge, whose current Mayor is William C. Spann, III and whose current Council Members are Lois J. Burns, William J. Dickie, Jr., Michael M. McQuaide and Michelle K. Strott hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer") presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Rutledge; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Rutledge as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

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

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Rutledge and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Rutledge, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Rutledge.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4.

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and

delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Rutledge
P. O. Box 277
Rutledge, Georgia 30650
Attn: Acting-Mayor, William H. Dickie, Jr.

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

COMMISSIONERS

MORGAN COUNTY BOARD OF

By: Mack B. Bohlen
Mack B. Bohlen, Chairman

W. Michael Nabors
W. Michael Nabors, Vice Chairman

DeWitt Knight
DeWitt Knight, Commissioner

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Mack B. Bohlen
Unofficial witness

Jan S. Ladd
Notary Public, Morgan Co., GA
My commission expires: 10/3/2003

CITY OF BUTLEDGE, GEORGIA

By: William C. Spann, III
William C. Spann, III-Mayor

Lois J. Burns
Lois J. Burns, Council Member

William H. Dickie, Jr.
William H. Dickie, Jr., Council Member

Michael M. McQuaide
Michael M. McQuaide, Council Member

Michelle K. Strott
Michelle K. Strott, Council Member

Signed, sealed and delivered
the date first above written
in the presence of:

Lillian B. Clark
Unofficial witness

Kathy Bruogger
Notary Public, Morgan Co., GA
My commission expires: Feb. 23, 2003

Notary Public, Morgan County, Georgia
My Commission Expires, Feb. 23, 2003
Date Notarized: 7/2/99 4

JOB TITLE: Environmental Code Enforcement Officer

DEPARTMENT: Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental laws in the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- o Development, implementation, and maintenance of a state approved local (county) solid waste regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- o Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- o Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- o Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- o Serves as code enforcement officer for county by enforcing all county environmental/development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- o Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors.
- o Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

Exhibit "A"

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objectives. The employee works independently to determine the methods of accomplishing the goals. The work must be reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulations. These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforcement. The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinances are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lifting, walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee may be exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia.
- o Ability to effectively communicate with others.

STATE OF GEORGIA,
COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made effective this 1st day of July, 1999, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Mack B. Bohlen, and whose current members are Walter Curtis Butler, Jr., Vice-Chairman, DeWitt Knight, W. Michael Nabors, and Thomas H. Bell, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Buckhead, whose current Mayor is Steve Bryant and whose current Council Members are Charles Bell, Nelson Stewart, Gail Wade and Martha Nunnally, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer") presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Buckhead; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Buckhead as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

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

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Buckhead and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Buckhead, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Buckhead.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4.

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and

delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650
Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Buckhead
P. O. Box 36
Buckhead, Georgia 30625
Attn: Mayor, Steve Bryant

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

COMMISSIONERS

MORGAN COUNTY BOARD OF

By: Mack B. Bohlen
Mack B. Bohlen, Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Vice
Chairman

DeWitt Knight
DeWitt Knight, Commissioner

W. Michael Nabors
W. Michael Nabors, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Mack J. Craig
Unofficial witness

James S. Sasser
Notary Public, Morgan Co., GA
My commission expires: 10-3-2003

CITY OF BUCKHEAD, GEORGIA

By: Steve Bryant
Steve Bryant, Mayor

Charles Bell
Charles Bell, Council Member

Nelson Stewart
Nelson Stewart, Council Member

Gail Wade
Gail Wade, Council Member

Martha Nunnally, Council Member

Signed, sealed and delivered
the date first above written
in the presence of:

JoAnn Bryant
Unofficial witness

Cynthia Walker

Notary Public, Morgan Co., GA

My commission expires: 2/26/2000

i:\data\madison\enforce.buckhead

JOB TITLE: Environmental Code Enforcement Officer

DEPARTMENT: Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental laws in the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- o Development, implementation, and maintenance of a state approved local (county) solid waste regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- o Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- o Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- o Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- o Serves as code enforcement officer for county by enforcing all county environmental/development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- o Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors.
- o Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

Exhibit "A"

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objectives. The employee works independently to determine the methods of accomplishing the goals. The work is reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulations. These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforcement. The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinances are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lifting, walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee may be exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia.
- o Ability to effectively communicate with others.

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: MORGAN COUNTY Service: COURTS

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

- Service will be provided county-wide (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 provide, and identify the government, authority, or other organization that will provide service within each service area.)
Morgan County, Rutledge, and Madison

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:

Morgan County	General Fund, User Fees
Bostwick	General Fund, User Fees
Buckhead	General Fund, User Fees
Madison	General Fund, User Fees
Rutledge	General Fund, User Fees

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Agreement Name:	Contacting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Cities	

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: COURTS

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides Superior Court, Magistrate Court, Probate Court, and Juvenile Court Services for the unincorporated areas and incorporated areas of Morgan County. The cities of Madison and Rutledge provide court services for cases in which the municipal court has jurisdiction under state law and city charter. Morgan County provides court services for all law violations committed within the cities of Bostwick and Buckhead. Cities may use courts but fines and fees collected will be remitted to county. All county ordinance violations will be prosecuted in county courts.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Borker

Title: CHAIRMAN BDC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



**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: MORGAN COUNTY Service: COURTS

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)
Morgan County, Rutledge, and Madison
- Other. (If this box is checked, attach a legible map delineating the service area of each service provide, and identify the government, authority, or other organization that will provide service within each service area.)

212-333-3333
 212-333-3333
 212-333-3333

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:

Morgan County	General Fund, Fines, Forfeitures
Rutledge	General Fund, Fines, Forfeitures
Madison	General Fund, Fines, Forfeitures

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Service Delivery Agreement	Contacting 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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY Service: ECONOMIC DEVELOPMENT

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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 provide, and identify the government, authority, or other organization that will provide service within each service area.)
Morgan County Industrial Authority, Morgan County, Madison

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:

Morgan County	General Fund, User Fees
Bostwick	General Fund, User Fees
Buckhead	General Fund, User Fees
Madison	General Fund, User Fees
Rutledge	General Fund, User Fees

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

No Change

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Service Delivery Agreement	Contracting Parties	Effective and Ending Dates
Service Delivery Agreement	Morgan County - All Cities	

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY

Service: ECONOMIC DEVELOPMENT

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)
Morgan County Industrial Authority, Morgan County, Madison
- Other. (If this box is checked, attach a legible map delineating the service area of each service provide, and identify the government, authority, or other organization that will provide service within each service area.)

Handwritten red stamp: "Approved"

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:

Morgan County	General Fund, Infrastructure User Fees, State Grant
Madison	General Fund, Infrastructure User Fees, State Grant
Morgan County Development Authority	General Fund, Infrastructure User Fees, State Grant

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

No Change

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Morgan County Development Authority Resolution	Morgan County - Madison	January 25, 1978
Four - County Industrial Authority	Morgan County, Jasper, Newton, Walton Counties	March 2, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: ECONOMIC DEVELOPMENT

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The Morgan County Development Authority (IDA) operates in conjunction with Morgan County and the City of Madison with both entities providing funding.

The Morgan County Chamber of Commerce coordinates and promotes new business throughout the county. The Chamber serves existing small businesses and promotes new business development.

The City of Madison provides additional economic development services within their incorporated boundary.

Morgan County is a member of a Four-County Economic Development Authority and a Four-County Industrial Authority to provide economic development to Morgan, Jasper, Newton, and Walton County.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN BDC

Attest: Mark B. Craig

CITY OF MADISON

By: B. Schell

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Mr. [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
MORGAN COUNTY TO CREATE AND ACTIVATE
THE JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN
COUNTY, NEWTON COUNTY AND WALTON COUNTY**

BE IT RESOLVED by resolution of the Board of Commissioners of Morgan County, in a public meeting duly assembled, and it is hereby resolved by authority of the same that:

Section 1. ACTIVATION OF THE AUTHORITY. It is hereby declared that there is a need for a joint development authority to function in Jasper County, Morgan County, Newton County and Walton County. Such authority, to be known as the "Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County," is hereby created and activated. Said authority, herein called the Authority, shall transfer business pursuant to, and exercise the powers provided by the provisions of, the Development Authorities Law, codified in the Official Code of Georgia Annotated Title 36, Chapter 62, as the same now exists and as it may be hereafter amended.

Section 2. JOINT AUTHORITY. This Authority is created and activated by this resolution of the governing body of Morgan County as a joint authority pursuant to the provisions of Ga. L. 1981, p. 1419, as amended, and the Official Code of Georgia Annotated § 36-62-5.1.

Section 3. BOARD OF DIRECTORS.

(a) The Authority shall be controlled by a Board of Directors (the "Board") consisting of eight members. Two members of the Board shall be appointed by the Board of Commissioners for each county. Each member appointed to the Board shall be a taxpayer residing within the County making the appointment to the Board. One member of the Board from each county shall be an ex-officio member of the Board of Commissioners of that county. The other member of the Board from each county may be any taxpayer residing within that county who is not a member of the Board of Commissioners.

(b) The initial eight members of the Authority are to be appointed by the Boards of Commissioners of each participating county at the first open meeting of such body following its adoption of this resolution, for terms beginning on the date of the first meeting of the Authority following the adoption of this resolution and extending the number of years indicated below opposite each position.

POSITION	INITIAL TERM OF OFFICE	COUNTY MAKING APPOINTMENT
1	2 years	Jasper
2	2 years	Morgan
3	2 years	Newton
4	2 years	Walton
5	4 years	Jasper
6	4 years	Morgan
7	4 years	Newton
8	4 years	Walton

After the initial term, the terms of all directors shall be for four years. If at the end of any term of any member, a successor to such member has not been appointed, the member whose term of office has expired shall continue to hold office until his successor is appointed.

(c) The members shall receive no compensation for their services, but shall be reimbursed for their actual expenses incurred in the performance of their duties. A majority of the members of the Authority shall constitute a quorum, but no action may be taken by the Authority without the affirmative vote of a majority of the full membership of the Authority. The members of the Authority shall meet at least quarterly and shall develop an operational business plan for the Authority.

Section 4. OFFICERS. The directors of the Board shall elect one (1) of their members as chairman and another as vice chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not be, a director.

Section 5. AUDITED FINANCIAL STATEMENTS. The Authority shall provide to the fiscal officer of a participating county an audited financial statement if such audit has been required by the participating county within six months of the end of the previous fiscal year.

Section 5. FILING WITH SECRETARY OF STATE. A copy of this resolution shall be filed with the Secretary of State of Georgia.

Section 6. EFFECTIVE DATE. This joint and concurrent resolution shall become effective on the date of its adoption by the governing body last adopting the same.

SO RESOLVED this 2nd day of March, 1999.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Mack B. Bohlen Sr.
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors
W. Michael Nabors, Vice Chairman

Walter Curtis Butler Jr.
Walter Curtis Butler, Jr.,
Commissioner

J. DeWitt Knight
J. DeWitt Knight, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

MORGAN COUNTY, MADISON, GEORGIA

JANUARY 25, 1978

THE HONORABLE BOARD OF COMMISSIONERS OF MORGAN COUNTY MET THIS DAY IN A SPECIAL CALLED MEETING

ALL MEMBERS PRESENT

Meeting was called to order by Chairman Mason at 7:30 p.m..

Following a discussion concerning the creation of a Development Authority of Morgan County, under the Development Authorities Law (Ga. Laws 1969, page 137, as amended) a motion was made by Commissioner Underwood and seconded by Comm. Nunn to adopt the following Resolution:

A RESOLUTION TO DECLARE THE NEED FOR THE CREATION OF A DEVELOPMENT AUTHORITY TO FUNCTION IN MORGAN COUNTY, GEORGIA, PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AUTHORITIES LAW; TO APPOINT A BOARD OF DIRECTORS FOR SAID DEVELOPMENT AUTHORITY; TO AUTHORIZE SAID DEVELOPMENT AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE DEVELOPMENT AUTHORITIES LAW; TO PROVIDE FOR NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF THE ADOPTION OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

W I T N E S S E T H:

WHEREAS, it has been determined by the Board of Commissioners of Morgan County, Georgia, that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities within Morgan County, Georgia; and

WHEREAS, there has existed for several years in Morgan County a public corporation known as the Morgan County Development Authority created by an amendment to the Constitution of the State of Georgia (Ga. Laws 1962, page 1182), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1963, page 3490) for the purpose of developing, promoting and expanding for the public good and general welfare, industry, agriculture, commerce, natural resources and vocational training within Morgan County; and

WHEREAS, the amendment to Article VII, Section VII of the Constitution of the State of Georgia which permits the General Assembly of Georgia to create Development Authorities for certain purposes and which was ratified at the General Election of November 5, 1968, and thereafter duly proclaimed by the Governor of Georgia (Ga. Laws 1968, page 1606), and the Development Authorities Law (Ga. Laws 1969, page 137), as amended (the "Development Authorities Law"), which was enacted by the General Assembly of Georgia and approved by the Governor of Georgia pursuant to authority granted in said Constitutional amendment, authorize each county and each municipal corporation in the State of Georgia to activate Development Authorities within each such county and municipal corporation, said Development Authorities having been created upon the adoption and approval of the Development Authorities Law; and

WHEREAS, said Development Authorities Law, as amended, grants broader powers in the area of general industrial development to Development Authorities created thereunder than are granted under the terms of the constitutional amendment and legislative act creating the Morgan County Development Authority and the Board of Commissioners of Morgan County is desirous of having two authorities in Morgan County which can be used to promote and develop for the public good and welfare trade, commerce, industry and employment opportunities in said County; and

WHEREAS, the Board of Commissioners of Morgan County, Georgia, after thorough investigation, has determined that it is desirable and necessary that said Development Authority of Morgan County be activated immediately in order to fulfill the present needs expressed herein;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Morgan County, Georgia, and it is hereby resolved by the authority of the same, that there be and there is hereby determined and declared to be a pressing, existing and future need for a Development Authority (as more fully described and defined in the Development Authorities Law), to function in Morgan County, Georgia, for the purposes of developing and promoting for the public good, and general welfare trade, commerce, industry and employment opportunities in said County thereby promoting the general welfare of the citizenry.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there is hereby activated in Morgan County, Georgia, the public body corporate and politic known as the "Development Authority of Morgan County" which was created upon the adoption and approval of the Development Authorities Law and particularly Section 2 thereof.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there are hereby elected as members of the first Board of Directors of the Development Authority of Morgan County the following named persons, each of whom is a taxpayer of Morgan County and none of whom is an officer or employee of said County:

upon its adoption by the Board of Commissioners of Morgan County, Georgia, and from and after such adoption the Development Authority of Morgan County shall be deemed to be fully created and activated.

Adopted and approved this 25 day of January, 1978.

BOARD OF COMMISSIONERS OF
MORGAN COUNTY, GEORGIA

Charles D. Mason
Chairman

John F. [unclear]
Bew Cobble

William B. [unclear]

Charles E. [unclear]

(SEAL)

Attest:

Gladys Miller
Clerk

<u>Eugene P. Baldwin</u>	2 years
<u>W. B. Chambers</u>	2 years
<u>Eldred P. Hudson</u>	4 years
<u>J. M. Griffin, Sr.</u>	4 years
<u>E. R. Lambert</u>	6 years
<u>Robert E. Mason</u>	6 years
<u>Charles A. Stewart</u>	6 years

BE IT FURTHER RESOLVED, by the aforesaid authority, that commencing with the date of adoption of this resolution by the Board of Commissioners of Morgan County, each of said persons named as directors above shall serve in such capacity for the number of years set forth opposite their respective names, and if at the end of any term of office of any director, a successor thereto shall not have been elected then the director whose term of office shall have expired shall continue to hold office until his successor shall be so elected.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Board of Directors of the Development Authority of Morgan County hereinbefore elected shall organize itself, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Clerk of the Board of Commissioners of Morgan County shall furnish immediately to the Secretary of State of Georgia a certified copy of this resolution in compliance with the mandate set forth in Section 2 of the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that action taken by the Board of Commissioners of Morgan County as hereinbefore specified is not intended in any way to affect the Morgan County Development Authority, including, without limitation, its existence, purpose, organization, powers or function.

~~BE IT FURTHER RESOLVED, by the aforesaid authority,~~
 rity, that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

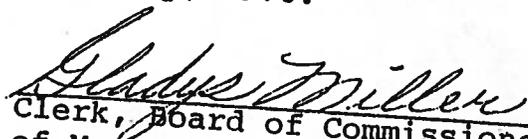
BE IT FURTHER RESOLVED, by the aforesaid authority, that this resolution shall be effectively immediately

CLERK'S CERTIFICATE

I. Gladys C. Miller, Clerk of the Board of Commissioners of Morgan County, Georgia, do hereby certify that the foregoing constitutes a true and correct copy of a resolution pertaining to the activation of the Development Authority of Morgan County which was adopted on January 25, 1978, by the Board of Commissioners of Morgan County in a meeting duly called and assembled and open to the public; that the original of said resolution appears of record in the Minute Book of the Board of Commissioners of Morgan County which is in my custody and control; and that the same has not been amended or repealed.

I further certify that a certified copy of the resolution has been furnished to the Secretary of State of the State of Georgia as required by the Development Authorities Law.

Given under my hand and seal of Morgan County, Georgia, this 26 day of January, 1978.


Clerk, Board of Commissioners
of Morgan County, Georgia

(SEAL)



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: MORGAN COUNTY Service: ELECTIONS

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

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

Table with 2 columns: Local Government or Authority, Funding Method. Rows include Morgan County, Bostwick, Buckhead, Madison, Rutledge, all with General Fund, User Fees.

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Table with 3 columns: Agreement Name, Contacting Parties, Effective and Ending Dates. Row 1: Service Delivery Agreement, Morgan County - All Cities.

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY Service: ELECTIONS

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)
Morgan County (And all cities: See Attached Agreement)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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:

Morgan County	General Fund
Bostwick	General Fund
Buckhead	General Fund
Madison	General Fund
Rutledge	General Fund

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: ELECTIONS

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides voter registration countywide to unincorporated and incorporated residents. County voter registration information is used in city elections.

Morgan County holds County, State and Federal elections.

The cities each hold their respective municipal elections and may contract with County to provide absentee voting and other election assistance with approval of Board of Commissioners, Voter Registration Board and County voting superintendent by written agreement.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohler

Title: CHAIRMAN BDC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



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: MORGAN COUNTY

Service: EMERGENCY MANAGEMENT SERVICES

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

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

Morgan County	General Fund

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

No Change

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

Agreement Name:

Contacting Parties:

Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999
Emergency Management Operating Plan	Morgan County - All Cities	May 19, 1998

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725

Date completed: October 1, 1999

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 AGREEMENT

Service: EMERGENCY MANAGEMENT SERVICES

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides Emergency Management Services (EMS) to Morgan County's unincorporated and incorporated residents per a county wide Operating Plan.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark S. Holden

Title: CHAIRMAN, BDC

Attest: Mark B. Craig

CITY OF MADISON

By: Bob Smith

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Wm. W. W.

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: Steve C. Spawell

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

LOCAL GOVERNMENT RESOLUTION FOR EMERGENCY MANAGEMENT

Revision 2/1/98

SECTION I - DEFINITION

"Emergency Management means the preparation for the carrying out of all emergency functions other than functions for which military forces are primarily responsible to prevent, minimize, and repair injury and damage resulting from emergencies, energy emergencies, disasters, or the imminent threat thereof, of manmade or natural origin"... "These functions include, without limitation, fire-fighting services; police services [public safety]; medical and health services; rescue; engineering; warning services; communications; defense from radiological, chemical, and other special weapons; evacuation of persons from stricken areas; emergency welfare services; emergency transportation; [nuclear power] plant protection; temporary restoration of public service utility services; and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for and carrying out of the foregoing functions." (Georgia Emergency Management Act of 1981, As Amended December 1992, Chapter 3, Article 1, 38-3-3.)

SECTION II - LOCAL ORGANIZATION FOR EMERGENCY MANAGEMENT

"In cases where a county [local government] has an organization for emergency management, such organization shall include participation by each city within the county unless the governing authority of any particular city elects to implement its own organization for emergency management. Any two or more of the above-mentioned political subdivisions may, with the approval of the [Georgia Emergency Management Agency] director, contract with each other so as to form one emergency management organization for the entire area included in the bounds of the contracting political subdivisions. The executive officer or governing body of the political subdivision is authorized to nominate a local director whose nomination must be endorsed by the (state emergency management) director prior to the appointment by the Governor." Upon appointment, the local emergency management agency director shall have direct responsibility for the organization, administration, and operations of the local organization for emergency management, subject to the direction and control of the executive officer or governing body and shall serve at the pleasure of such executive officer or governing body. The local director shall:

- maintain an emergency management office in a building owned or leased by the political subdivision and the director or designee shall be available or on call at all times beyond working hours
- develop, in conjunction with public and private agencies/organizations that have responsibility for designated emergency support functions, plans for responding to and recovering from disasters [and/or emergencies]
- respond to emergency scenes, command posts, and operation centers

SECTION VI - LOCAL EMERGENCY MANAGEMENT AGENCY PLAN

The Morgan County Emergency Management Agency has developed, in partnership with local government and community agencies/organizations which have primary responsibility for emergency support functions, an approved emergency management plan. A copy of this plan and/or major revisions are being submitted to the Georgia Emergency Management Agency by the local Emergency Management Agency Director, in coordination with the undersigned local government officials or legally appointed successors. It is understood that the Georgia Emergency Management Agency will review this plan for compliance with all federal and state requirements.

As authorized local government officials, we understand and agree to the requirements of the Georgia Emergency Management Act of 1981, amended, December 1992, as stated in this resolution.

[Signature]
signature date

signature date

Chairman
title
[Signature]
signature date

title

MAYOR, CITY OF RUTLEDGE
title

signature date

Steve Bryant 7-26-99
signature date

title

Mayor, Town of Buckhead
title

signature date

[Signature] 7/27/99
signature date

title

MAYOR, City of Brunswick
title

signature date

[Signature]
signature date

title

[Signature]
signature date

signature date

title

All applicable elected local government officials to include the Chairperson of the County Commission, Mayor(s) of Municipalities, and/or Chief Executive Officer for the jurisdiction(s) should sign this resolution.

Insert county seal

MORGAN County
Hazard Mitigation Plan

Adopted
May 19, 1998

The Morgan Co. Emergency Management Agency has developed, in partnership with additional community agencies/organizations from the county, a hazard mitigation plan. This plan has been approved by the local government and/or updated to accommodate major revisions. A copy of the plan including major revisions is being submitted to the Georgia Emergency Management Agency for compliance with all federal and state requirements.

As authorized local government officials, we understand and support the following hazard mitigation plan.

Mark B. Bohlender
signature date 5/19/98

Morgan County Commission
title

Ben E. Holt
signature date 5-7-98

Mayor of City of Madison
title

W. J. [Signature]
signature date 5-7-98

Mayor of City of Bostwick
title

Robert A. Ray
signature date 5-7-98

Mayor of City of Rutledge
title

Steve Bryant
signature date 5/7/98

Mayor of City of Buckhead
title

signature date

title

All applicable elected local government officials to include the Chairperson of the county Commission, Mayor(s) of Municipalities, and/or Chief Executive Officer for the jurisdiction(s) should sign this resolution.

STATE OF GEORGIA,
COUNTY OF MORGAN:

AGREEMENT FOR CENTRAL DISPATCH SERVICES

WHEREAS, MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose current Chairman is Mack B. Bohlen, and whose current Vice-Chairman is W. Michael Nabors, and whose current members are Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell, hereinafter sometimes referred to as "County", and the CITY OF MADISON, GEORGIA, a Georgia Municipality, whose current Mayor is Bruce E. Gilbert, and whose current council members are Barry N. Lurey, Fred Perriman, Roy Womack, Clyde Sims and Lyn Hunt, hereinafter sometimes referred to as "City", currently jointly operate the Madison-Morgan County 911 Central Dispatch Service; and

WHEREAS, the parties have been negotiating under House Bill #489 to determine which services are more efficiently provided by one service provider; and

WHEREAS, the parties recognize that it would be more efficient for central dispatch services to be provided throughout their respective areas by only one of the parties hereto; and

WHEREAS, the parties further recognize that the County is the most logical provider of central dispatch services; and

WHEREAS, the parties want to contract with each other for the County to furnish central dispatch services to the City; and

WHEREAS, the parties are authorized to contract for central dispatch services under Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration of mutual promises exchanged between the parties in compliance with the provisions, terms and conditions of state statutes pertaining thereto, the parties hereto hereby agree as follows:

1.

RECITALS. The above recitals are made a part of this agreement.

2.

TERM. This agreement will be binding on the parties hereto effective the 1st day of July, 1999, and ending at midnight on the 30th day of June, 2000. This agreement will then continue on an annual basis beginning July 1st of each year and ending June 30th of the next calendar year unless this agreement is terminated under the terms of this agreement.

3.

FUNCTIONS. The County shall be solely responsible for the organizing, operating, furnishing of equipment and personnel, as well as all other functions of the Morgan County Central Dispatch Service.

4.

SUCCESSOR IN INTEREST. The parties hereto recognize that the Morgan County Dispatch Service is a successor in interest and owner of all equipment and personalty formerly owned by the Madison-Morgan County Central Dispatch Service, which was formerly known as the Madison-Rutledge-Morgan County Central Dispatch Service, and upon termination, the

status quo prior to execution of this agreement.

5.

PAYMENTS. This agreement shall govern the rights and obligations of the parties hereto. The City shall make payment to the County's general fund for all sums due under this agreement.

6.

TERMINATION FOR CONVENIENCE. Either party may cancel and terminate this agreement at the end of any fiscal year, provided notice of such intention to so terminate and cancel this agreement shall be given not later than 60 days prior to the end of said fiscal year, otherwise, it shall remain in force on a yearly basis.

7.

PERSONNEL. The County shall furnish adequate personnel through funding from the County necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the County.

8.

RETENTION OF REVENUE. Any and all revenue paid to or obtained by the Central Dispatch Service or the County for services provided thereunder (including but not limited to all telephone 911 franchise fees, cellular telephone franchise fees, and interest earned) shall be paid to and/or retained by the County.

9.

PAYMENT BY CITY TO COUNTY. The amount of payment by the City to the County for services provided under this agreement shall be determined on a basis of a

combination of revenue shortfall and percentage usage as further described hereinafter. The City shall pay the County an amount determined by the previous period's revenue shortfall multiplied by the percentage of telephone calls made to the Central Dispatch Service for City calls (i.e. a call for police and/or fire services for which the City is the primary responder). Therefore, during the first year of this agreement, the parties have estimated in the fiscal year 2000 budget, gross capital and operating expenditures of \$312,904.00, gross revenues from non-government sources of \$131,733.00 (i.e. \$11,733.00 from Bell South cellular telephone franchise fees and \$120,000.00 from Bell South 911 franchise fees) \$750.00 interest earned, and \$10,000.00 fund balance (i.e. monies from the dispatch reserve). This results in a total estimated net revenue shortfall of \$170,421.00, i.e. \$312,904.00 minus \$142,483.00. The estimated City call volume is 32.30% of the total Central Dispatch call volume during said fiscal year. Therefore, for the first fiscal year of this agreement, the City shall pay the County the sum of \$55,045.98 for said dispatch service, i.e. 32.30% of the total revenue shortfall of \$170,421.00. The parties recognize that payments due for the first fiscal year under this agreement is based on an estimate and there shall be no adjustment if the actual numbers (expenditures or revenues) or the percentage of City calls differs from the said estimates. For the second and all subsequent years of this agreement, the amount owing by the City to the County shall be determined using the actual numbers and percentages for the latest available twelve (12) months. No later than the April 15 prior to the start of second and all future years of this agreement, County shall furnish an estimate of the monies which will be owed by City to County for the upcoming fiscal year for said dispatch services.

10.

TIME OF PAYMENT. All sums owing by the City to the County under this agreement shall be paid within 10 days of the sending of the invoice by the County to the City. This billing shall be in advance on a quarterly basis. Therefore, on July 1, 1999, the City shall pay the County the sum of \$13,761.50 which is 25% of the said \$55,045.98 payment due for the said first fiscal year.

11.

NOTICES. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

- a. Mack B. Bohlen, Chairman
Morgan County Board of Commissioners
P. O. Box 168
Madison, GA 30650
- b. Bruce E. Gilbert, Mayor
City of Madison
P. O. Box 32
Madison, GA 30650

12.

TRANSFER. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without prior written approval of all parties hereto.

13.

TERMINATION. If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving 60 days notice thereof. The parties shall receive pro-rated compensation for services rendered under the agreement. The breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach.

14.

LAWS OF GEORGIA. It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

15.

SEVERABILITY. If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable

provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

16.

OTHER DOCUMENTS. On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

17.

TIME OF ESSENCE. Time is and shall be of the essence of this agreement.

18.

AUTHORITY. The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

19.

SOLE AGREEMENT. This agreement supersedes all prior discussions and agreements between the parties (including but not limited to the document entitled "Agreement for Joint Operation of Madison-Rutledge-Morgan County Central Dispatch" which became effective August 26, 1983, as well as any subsequent agreements regarding said Dispatch Service) and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument

executed by or on behalf of the parties in the same manner in which this agreement is executed.
No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

20.

BINDING EFFECT. This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

21.

HEADINGS. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating reference to this agreement and shall not supplement, limit or otherwise vary the text of this agreement in any respect.

22.

REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

23.

POWERS CUMULATIVE. Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

24.

NO WAIVER. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

25.

COUNTERPARTS. This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)

By:

Mack B. Bohlen, Sr. (SEAL)
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors (SEAL)
W. Michael Nabors, Vice Chairman

Walter Curtis Butler, Jr. (SEAL)
Walter Curtis Butler, Jr., Commissioner

J. DeWitt Knight (SEAL)
J. DeWitt Knight, Commissioner

Thomas H. Bell (SEAL)
Thomas H. Bell, Commissioner

Attest:

Doris J. Harris (SEAL)
Doris J. Harris, County Clerk
[AFFIX COUNTY SEAL]

Signed, sealed and delivered
the date first above written
in the presence of:

M. B. C.
Unofficial witness

Jane D. Sasel
Notary Public, Morgan Co., GA
My commission expires: 10-3-2003

CITY OF MADISON, GEORGIA (SEAL)

By: B. Gilbert (SEAL)
Bruce E. Gilbert, Mayor

Barry N. Lufey (SEAL)
Barry N. Lufey, Council Member

Fred Perriman (SEAL)
Fred Perriman, Council Member

Clyde Sims (SEAL)
Clyde Sims, Council Member

Roy C. Womack (SEAL)
Roy C. Womack, Council Member

Lyn Hunt (SEAL)
Lyn Hunt, Council Member

Attest: W. D. Nunn (SEAL)
W. David Nunn, City Clerk
[AFFIX CITY SEAL]



Signed, sealed and delivered
the date first above written
in the presence of:

Morgan J. Callahan
Unofficial witness

Shirley M. Russell
Notary Public, Morgan Co., GA

My commission expires: ~~My Commission Expires April 30, 2000~~
Notary Public, Morgan County, Georgia

Date Notarized: 10/28/99

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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: MORGAN COUNTY Service: FIRE PROTECTION

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

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

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:

Table with 2 columns: Local Government or Authority, Funding Method. Rows include Morgan County, Bostwick, Buckhead, Madison, and Rutledge with their respective funding methods.

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

No Change

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Table with 3 columns: Agreement Name, Contracting Parties, Effective and Ending Dates. Row 1: Service Delivery Agreement, Morgan County - All Cities.

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY Service: FIRE PROTECTION

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)
Morgan County, Bostwick, Buckhead, Madison, and Rutledge.
- Other. (If this box is checked, attach a legible map delineating the service area of each service provide, and identify the government, authority, or other organization that will provide service within each service area.)

REVISED

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:
Morgan County	General Fund, SPLOST, Insurance Premium Tax
Madison	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Fire Agreement	Morgan County, Bostwick, Madison, and Rutledge.	October 1, 1999
Fire Agreement	Morgan County, Bostwick	October 1, 1999
Fire Agreement	Morgan County, Madison	October 1, 1999
Fire Agreement	Morgan County, Rutledge	October 1, 1999

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?
Same As # 5

7. Person completing form: Mark B. Craig
Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: FIRE PROTECTION

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Ten fire districts provide fire protection for the unincorporated areas of Morgan County, exclusive of Madison. County fire supported SPLOST and Insurance Premium Tax. Fire protection is provided by volunteer firefighters.

The City of Madison provides fire protection for Madison. Morgan County and Madison have mutual aid agreements. (See Attached). Bostwick, Buckhead, and Rutledge support the fire department in their towns in a cooperative arrangement with the county with inkind, building, and financial assistance.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohler

Title: CHAIRMAN, SOC

Attest: Mark B. Craig

CITY OF MADISON

By: Ben Shurt

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Mr. [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: _____

Attest: Mark B. Craig

STATE OF GEORGIA,
COUNTY OF MORGAN:

FIRE FIGHTING MUTUAL AID ASSISTANCE AGREEMENT

THIS AGREEMENT is made between the City of Madison, acting through its Mayor and Council ("City") whose Mayor is currently Bruce Gilbert and whose Council Members are presently Barry Lurey, Fred Perriman, Roy Womack, Lyn Hunt and Clyde Sims, and MORGAN COUNTY, GEORGIA ("County") acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, J. DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell.

WITNESSETH:

WHEREAS, the parties hereto each have fire fighting capabilities; and

WHEREAS, the parties wish to supplement the fire protection available in their areas; and

WHEREAS, the fire departments are dispatched on a 24 hours a day, 7 days a week, basis by the dispatch center; and

WHEREAS, the City of Madison and the territory served by Station 2 is contiguous, and in some case overlaps, such that integration of fire fighting capabilities is feasible and desirable; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties to assist the other under certain terms and conditions;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.

The recitals set forth in the preamble above are made a part of the body of this agreement by reference. The rendering of assistance here under shall be provided upon proper notification from dispatch, although the City does not have to dispatch more than one fire vehicle outside the Madison city limits.

2.

City shall be the first responder for all fires in the City Territory including structural fires.

3.

The "City Territory" is defined as all territory within the city limits of Madison, Georgia.

4.

The Fire Department of City shall be automatically dispatched only to certain areas outside the City Territory for structural fires based on need, i.e. any structural fire within the area crosshatched on **Exhibit "A"** shall be responded to by the City with one fire truck as an automatic second responder. Any other emergency which is within County shall be responded to by the City on a mutual aid basis, i.e. promptly responded to with one fire truck to an emergency based on the request of the County.

5.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by one of said County fire departments with one fire truck as an automatic second responder. Any other emergency which is within the City Territory shall be responded to by County fire departments

on a mutual aid basis, i.e., promptly responded to with one fire truck to an emergency based on the request of City.

6.

Pursuant to Georgia Law, the political subdivision (City of Madison or Morgan County) in which any equipment is used pursuant to this agreement shall be liable for any loss or damage thereto and shall pay any expense incurred as a result of such loss or damage.

7.

Except as set forth above, the parties hereto waive all claims against each other for compensation for any loss, damage, personal injury or death which occurs hereunder.

8.

All services performed hereunder shall be rendered without reimbursement.

9.

Services performed by said Morgan County fire stations shall be rendered without reimbursement.

10.

The ranking officer of the fire department of the area of alarm shall assume full charge of the operations, but if he specifically requests a senior officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation. However, the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision of the senior officer of the fire department rendering assistance.

11.

The fire department chiefs of the parties to this agreement are authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

12.

The Chiefs and training officers of the fire departments of all parties to this agreement will plan the training necessary to ensure familiarizations and competency with the other parties' equipment. Such training should be carried out at least quarterly at a site which is mutually selected. In addition, any pre-fire planning, hydrant surveys and any other beneficial or required training shall be planned and accomplished.

13.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

14.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added

automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

15.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

In case by reason of force majeure, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

17.

Time is and shall be of the essence of this agreement.

18.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

19.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

20.

This agreement shall become effective upon the date here of and shall remain in full force and effect until cancelled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

21.

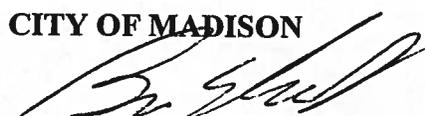
This agreement shall be binding upon the parties hereto, their successors in office, and their successors and assigns.

SO AGREED, this 1 day of July, 1999.

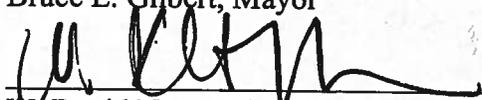
CITY OF MADISON

(SEAL)

By:


Bruce E. Gilbert, Mayor

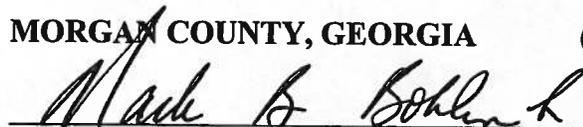
By:


W. David Nunn, City Clerk

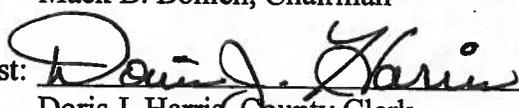
MORGAN COUNTY, GEORGIA

(SEAL)

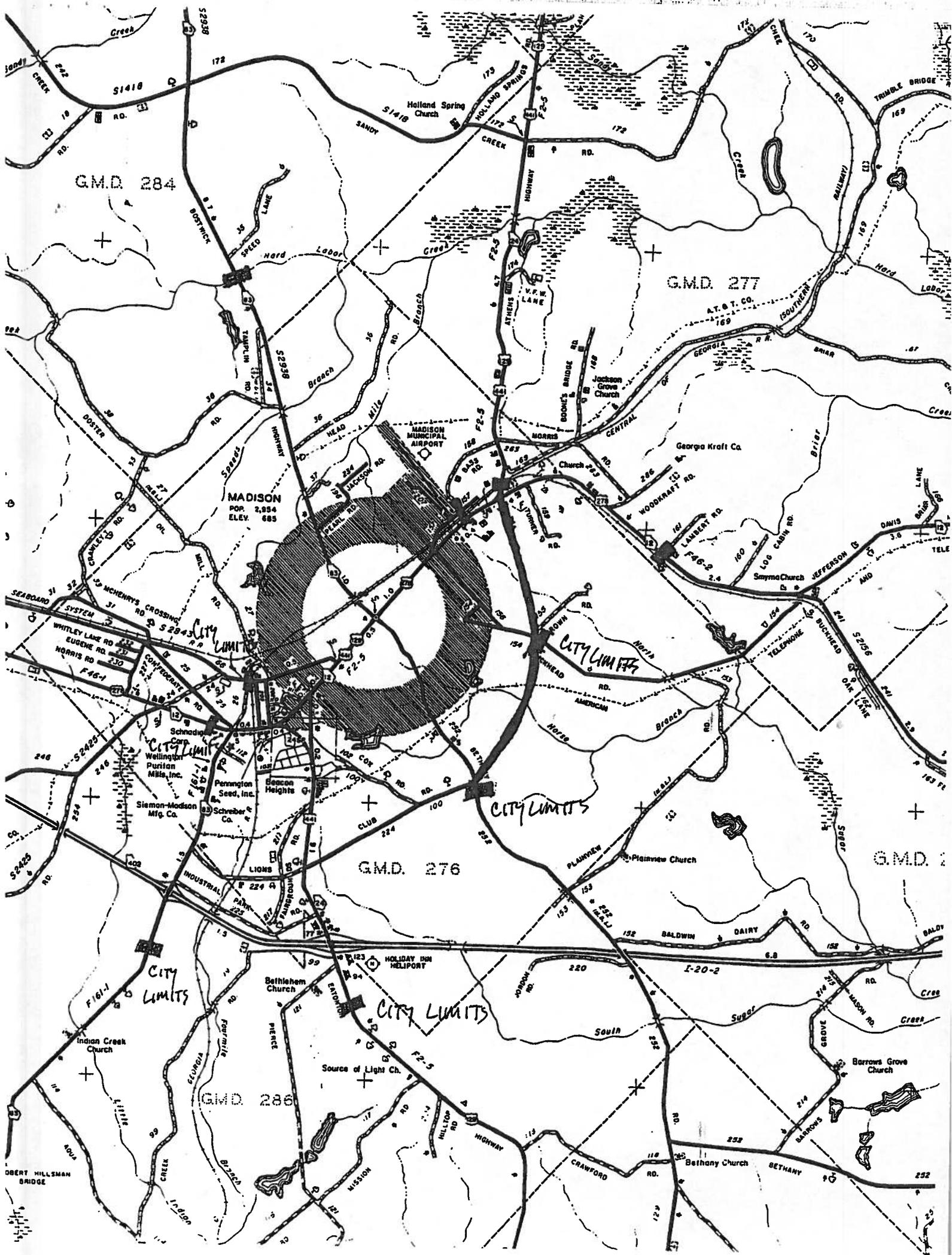
By:


Mack B. Bohlen, Chairman

Attest:


Doris J. Harris, County Clerk

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**COUNTY OF MORGAN
STATE OF GEORGIA**

FIRE FIGHTING AID AGREEMENT

THIS AGREEMENT is made between the CITY OF BUCKHEAD, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is Steve Bryant, and whose current Council Members are Charles Bell, Nelson Stewart, Gail Wade and Tim Saye, hereinafter sometimes referred to as "City", and MORGAN COUNTY, GEORGIA acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell, hereinafter sometimes referred to as "County."

WITNESSETH:

WHEREAS, the County has fire fighting capability in the area of the City; and

WHEREAS, the City currently has no fire fighting capability; and

WHEREAS, the City wishes the County to provide fire protection within the territorial limits of the City; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties for the City to contract for fire protection from the County;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.

The recitals set forth in the preamble above are made a part of the body of this agreement by reference.

2.

The "City Territory" is defined as all territory within the city limits of Buckhead, Georgia.

3.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by the closest County fire department with one fire truck as an automatic second responder.

4.

Except as set forth above, the City hereby waives all claims against the County for compensation for any loss, damage, personal injury or death which occurs hereunder.

5.

The Morgan County fire department chief is authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

6.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

7.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

8.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.

In case by reason of force majeure, the County shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then the County shall give notice and full particulars of such force majeure in writing to the City within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then

claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

10.

Time is and shall be of the essence of this agreement.

11.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

12.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

13.

This agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

14.

This agreement shall be binding upon the parties hereto, their successors in office, and their successors and assigns.

SO AGREED effective this 2 day of November, 1999.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Mack B. Bohlen (SEAL)
Mack B. Bohlen, Chairman

W. Michael Nabors (SEAL)
W. Michael Nabors, Vice Chairman

Walter Curtis Butler (SEAL)
Walter Curtis Butler, Jr., Commissioner

DeWitt Knight (SEAL)
DeWitt Knight, Commissioner

Thomas Bell (SEAL)
Thomas Bell, Commissioner

Attest: Doris J. Harfis (SEAL)
Doris J. Harfis, County Clerk

(Affix County Seal)

Signed, sealed and delivered
the date first above written
in the presence of:

M. D. [Signature]
Unofficial witness

Jane D. [Signature]
Notary Public, Morgan Co., GA
My commission expires: 10/3/2003

CITY OF BUCKHEAD, GEORGIA

By: Steve Bryant (SEAL)
Steve Bryant, Mayor

Charles Bell (SEAL)
Charles Bell, Council Member

Nelson Stewart (SEAL)
Nelson Stewart, Council Member

Gail Wade (SEAL)
Gail Wade, Council Member

Tim Saye (SEAL)
Tim Saye, Council Member

Attest: Joanne Bryant (SEAL)
Joanne Bryant, City Clerk

(AFFIX CITY SEAL)

Signed, sealed and delivered
the date first above written
in the presence of:

M. B. [Signature]
Unofficial witness

[Signature]
Notary Public, Morgan Co., GA
My commission expires: 10/3/2003

**COUNTY OF MORGAN
STATE OF GEORGIA**

FIRE FIGHTING AID AGREEMENT

THIS AGREEMENT is made between the CITY OF BOSTWICK, GEORGIA, a municipal corporation, hereinafter referred to as the "City", by and through its Mayor, W. David Nunn, and City Council, whose current members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whitaker, hereinafter sometimes referred to as "City", and MORGAN COUNTY, GEORGIA acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell, hereinafter sometimes referred to as "County."

WITNESSETH:

WHEREAS, the County has fire fighting capability in the area of the City; and

WHEREAS, the City currently has no fire fighting capability; and

WHEREAS, the City wishes the County to provide fire protection within the territorial limits of the City; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties for the City to contract for fire protection from the County;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.

The recitals set forth in the preamble above are made a part of the body of this agreement by reference.

2.

The "City Territory" is defined as all territory within the city limits of Bostwick, Georgia.

3.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by the closest County fire department with one fire truck as an automatic second responder.

4.

Except as set forth above, the City hereby waives all claims against the County for compensation for any loss, damage, personal injury or death which occurs hereunder.

5.

The Morgan County fire department chief is authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

6.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

7.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

8.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.

In case by reason of force majeure, the County shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then the County shall give notice and full particulars of such force majeure in writing to the City within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then

claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

10.

Time is and shall be of the essence of this agreement.

11.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

12.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

13.

This agreement shall become effective upon the date here of and shall remain in full force and effect until canceled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

14.

This agreement shall be binding upon the parties hereto, their successors in office, and their successors and assigns.

SO AGREED effective this 1 day of July, 1999.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Mack B. Bohlen (SEAL)
Mack B. Bohlen, Chairman

By: W. Michael Nabors (SEAL)
W. Michael Nabors, Vice Chairman

By: Walter Curtis Butler, Jr. (SEAL)
Walter Curtis Butler, Jr., Commissioner

By: DeWitt Knight (SEAL)
DeWitt Knight, Commissioner

By: Thomas Bell (SEAL)
Thomas Bell, Commissioner

Attest: Doris J. Harris (SEAL)
Doris J. Harris, County Clerk

(Affix County Seal)

Signed, sealed and delivered
the date first above written
in the presence of:

M. J. Bell
Unofficial witness

Jane D. Lassiter
Notary Public, Morgan Co., GA
My commission expires: 10/3/2003

CITY OF BOSTWICK, GEORGIA

By: W. David Nunn (SEAL)
W. David Nunn, Mayor

Troy Dobbs (SEAL)
Troy Dobbs, Council Member

J. J. Kidd (SEAL)
Joe Kidd, Council Member

Marvin Ruark (SEAL)
Marvin Ruark, Council Member

- not present (SEAL)
June Whitaker, Council Member

Attest: Debbie Bridges (SEAL)
Debbie Bridges, City Clerk

(AFFIX CITY SEAL)

Signed, sealed and delivered
the date first above written
in the presence of:

Linda A. Penn
Unofficial witness

Shirley M. Fussell
Notary Public, Morgan Co., GA
My commission expires:

Notary Public, Morgan County, GA
My Commission Expires: 9/1/99

I:\morgan\hb489\fire.bos

**COUNTY OF MORGAN
STATE OF GEORGIA**

FIRE FIGHTING AID AGREEMENT

THIS AGREEMENT is made between the CITY OF BOSTWICK, GEORGIA, a municipal corporation, hereinafter referred to as the "City", by and through its Mayor, W. David Nunn, and City Council, whose current members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whitaker, hereinafter sometimes referred to as "City", and MORGAN COUNTY, GEORGIA acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell, hereinafter sometimes referred to as "County."

WITNESSETH:

WHEREAS, the County has fire fighting capability in the area of the City; and

WHEREAS, the City currently has no fire fighting capability; and

WHEREAS, the City wishes the County to provide fire protection within the territorial limits of the City; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties for the City to contract for fire protection from the County;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.

The recitals set forth in the preamble above are made a part of the body of this agreement by reference.

2.

The "City Territory" is defined as all territory within the city limits of Bostwick, Georgia.

3.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by the closest County fire department with one fire truck as an automatic second responder.

4.

Except as set forth above, the City hereby waives all claims against the County for compensation for any loss, damage, personal injury or death which occurs hereunder.

5.

The Morgan County fire department chief is authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

6.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

7.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

8.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.

In case by reason of force majeure, the County shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then the County shall give notice and full particulars of such force majeure in writing to the City within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then

claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

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Time is and shall be of the essence of this agreement.

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12.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

13.

This agreement shall become effective upon the date here of and shall remain in full force and effect until canceled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

14.

This agreement shall be binding upon the parties hereto, their successors in office, and their successors and assigns.

SO AGREED effective this 1 day of July, 1999.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Mack B. Bohlen (SEAL)
Mack B. Bohlen, Chairman

By: W. Michael Nabors (SEAL)
W. Michael Nabors, Vice Chairman

By: Walter Curtis Butler, Jr. (SEAL)
Walter Curtis Butler, Jr., Commissioner

By: DeWitt Knight (SEAL)
DeWitt Knight, Commissioner

By: Thomas Bell (SEAL)
Thomas Bell, Commissioner

Attest: Doris J. Harkis (SEAL)
Doris J. Harkis, County Clerk

(Affix County Seal)

Signed, sealed and delivered
the date first above written
in the presence of:

Muel [Signature]
Unofficial witness

Jane D. [Signature]
Notary Public, Morgan Co., GA
My commission expires: 10/3/2005

CITY OF BOSTWICK, GEORGIA

By: [Signature] (SEAL)
W. David Nunn, Mayor

[Signature] (SEAL)
Troy Dobbs, Council Member

[Signature] (SEAL)
Joe Kidd, Council Member

[Signature] (SEAL)
Marvin Ruark, Council Member

- not present (SEAL)
June Whitaker, Council Member

Attest: [Signature] (SEAL)
Debbie Bridges, City Clerk

(AFFIX CITY SEAL)

Signed, sealed and delivered
the date first above written
in the presence of:

[Signature]
Unofficial witness

[Signature]
Notary Public, Morgan Co., GA

My commission expires:

Notary Public, Morgan County, Georgia
My Commission Expires April 30, 2000

Date Notarized: 9/7/99



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: MORGAN COUNTY

Service: HEALTH AND HUMAN SERVICES

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

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

Morgan County

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

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

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

Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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:

Morgan County	General Fund, State, Federal, Client Fees

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

No Change

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

Agreement Name:

Contacting Parties:

Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725

Date completed: October 1, 1999

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 AGREEMENT

Service: HEALTH AND HUMAN SERVICES

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County Health Department provides its unincorporated and incorporated residents with basic preventive care, immunizations, inspections, and program administration. The Health Department is funded through County, State, City funding and client fees. One health clinic exists in Morgan County.

The Morgan County Senior Center provides its unincorporated and incorporated residents with an array of services geared to assist senior citizens within the County. This service is funded by Morgan County, State of Georgia and Federal funds.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN, BOB

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



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: MORGAN COUNTY Service: JAILS

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

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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

Agreement Name:	Contacting Parties:	Effective and Ending Dates:
Jail Agreement	Morgan County - Madison	July 1, 1997

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?
Same As # 5

7. Person completing form: Mark B. Craig
 Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: JAILS

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides Jail Services for the unincorporated areas and incorporated areas of Morgan County. The Morgan County Sheriff's Department and the cities of Madison police departments transfer detainees to the Morgan County Jail for confinement. Operation, maintenance and personnel expenditures for the Morgan County Jail are funded by the following: municipal lodging fees (as agreed to from time to time), other county's lodging fees (i.e., Greene, Putnam and Newton Counties), state inmate lodging fees, Morgan County Special Revenue Jail fund which includes fines accessed by the State, Superior and Juvenile Court systems, and Morgan County's General Fund.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN BOC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryants

Title: MAYOR

Attest: Mark B. Craig

STATE OF GEORGIA,
COUNTY OF MORGAN:

1997 CONTRACT FOR JAIL SERVICES
MADISON, GEORGIA

THIS AGREEMENT is made effective this the 1st day of July, 1997, by and between the CITY OF MADISON, GEORGIA, a municipal corporation, hereinafter referred to as the "City", by and through its Mayor, Bruce E. Gilbert, and City Council, whose current members are Barry N. Lurey, Robert D. Crawford, Fred Perriman, Roy Womack and Clyde Sims, and MORGAN COUNTY, a political subdivision of the State of Georgia by and through the BOARD OF COMMISSIONERS OF MORGAN COUNTY, whose current Chairman is Mack Bohlen, and whose current members are Walter Curtis Butler, Jr., Vice-Chairman, DeWitt Knight, W. Michael Nabors and Thomas Bell, hereinafter referred to as the "County", and approved by Kenneth Pritchett in his capacity as the Sheriff of Morgan County, Georgia, hereinafter referred to as the "Sheriff";

WITNESSETH, that in order to promote, and in the interest of, efficient law enforcement in the aforesaid City and County, the parties hereunto have reached the agreement herein specified as provided for in Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I, of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties and in compliance with the provisions, terms, and conditions of the State Statutes pertaining thereto, the City and the County do hereby agree as follows:

1. Term

This agreement will be binding on the parties hereto effective the 1st day of July, 1997, and ending at midnight on the 30th day of June, 1998. This agreement will then continue on an annual basis beginning July 1st of each year and ending on June 30th of the next year unless this agreement is terminated under this Contract.

2. Payments

This Contract shall govern the rights and obligations of the parties hereto. The City shall make payments to the County's general fund for all sums due under this Contract.

3. Termination for Convenience

Either party hereto may cancel and terminate this Contract at the end of any fiscal year, provided notice of such intention to so terminate and cancel the Contract shall be given not later than sixty (60) days prior to the end of said year, otherwise, it shall remain in force on a yearly basis.

4. Personnel

The Sheriff of Morgan County will furnish adequate personnel through funding from County necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the Sheriff.

5. City Matters

The Mayor of the City, or his appointed representative, will assume liaison responsibilities with the Sheriff pertaining to the City matters specified hereunder. Such responsibilities shall include, but not be limited to, transporting, handling and housing the City's prisoners in the County jail, negotiation of contracts and amendments as needed, and resolutions of problems, complaints or conflicts which may arise.

6. Lodging

All persons arrested by any law enforcement personnel inside the incorporated limits of the City, charged with any violation of the municipal ordinances of the City shall be lodged in the Morgan County Jail at the rate of \$30.00 per day per City inmate, plus any medical expenses; or be admitted to bail as the City may determine.

7. Fines and Forfeitures

All persons arrested for violations of ordinances of the City will be adjudicated in the City Court of the City and all fines and forfeitures shall be the property of the City.

8. Trials

The County and the Sheriff agree that it will require the attendance of any members of the Sheriff's Department at any trial or court proceeding of the City where the attendance of such person is necessary as a witness, in any matter pending before the City Court of the City.

9. Medical Expenses

Although housed in the Morgan County Jail at all times hereunder, the prisoner shall be deemed to be in the physical custody of the City and any medical, hospital, and drug expenditures not caused by actions or omissions of any agent or employee of the County shall be the sole responsibility of the City.

10. Initial Housing Arrangement

The County recognizes that the City, by virtue of projects in the past, has conferred a number of benefits to the County. These benefits are consideration for the County's agreement to not charge the City for housing of City inmates from the dates of July 1, 1997 to December 1, 1997. However, from December 1, 1997, forward, the City shall begin making monthly cash payments to County for lodging, as stated in paragraphs 6, 9 and 11 herein.

11. Expenses

The only expenses for which the City shall be obligated in the performance of this Contract shall be those specifically provided for herein.

12. Notices

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior

written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

Mr. Mack Bohlen, Chairman
Morgan County Board of Commissioners
Post Office Box 168
Madison, Georgia 30650

Mr. Charles Young, City Manager
City of Madison
Post Office Box 32
Madison, Georgia 30650

Sheriff Kenneth Pritchett
Morgan County Sheriff's Department
2380 Athens Highway
Madison, Georgia 30650

13. Termination for Cause

If due to any cause a party shall fail to timely and/or properly perform his/her obligations under this agreement, the non-breaching party may terminate this agreement by giving fifteen (15) days notice thereof. The parties shall receive pro-rated compensation for services rendered under the agreement. The breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach. The non-breaching party may withhold payment for the purposes of set off.

14. Applicable Law

It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

15. Severability

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

16. Assurances

On and after the date of this agreement both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

17. Time of Essence

Time is and shall be of the essence of this agreement.

18. Prior Discussions

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

19. Binding Successors

This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

20. Rights Cumulative

Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

21. Strict Compliance

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any

party's right to demand exact compliance with the terms of this agreement.

22. Force Majeure

In case by reason of force majeure, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines on pipe lines, or any other causes outside the party's control which prevent performance under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the Board of Commissioners of Morgan County, Georgia, and the City of Madison on the day and year first above written.

MORGAN COUNTY BOARD OF COMMISSIONERS

By:

Mack B Bohlen (SEAL)
Mack Bohlen, Chairman

Walter Curtis Butler, Jr. (SEAL)
Walter Curtis Butler, Jr.
Vice-Chairman

DeWitt Knight (SEAL)
DeWitt Knight, Commissioner

W. Michael Nabors (SEAL)
W. Michael Nabors, Commissioner

Thomas Bell (SEAL)
Thomas Bell, Commissioner

Attest: *Doris J. Harris* (SEAL)
Doris J. Harris, Clerk

CITY OF MADISON

By: *Bruce E. Gilbert* (SEAL)
Bruce E. Gilbert, Mayor

Barry N. Lurey (SEAL)
Barry N. Lurey, Council Member

Robert D. Crawford (SEAL)
Robert D. Crawford, Council Member

Fred Perriman (SEAL)
Fred Perriman, Council Member

Roy Womack (SEAL)
Roy Womack, Council Member

Clyde Sims (SEAL)
Clyde Sims, Council Member

Attest: *David Nunn* (SEAL)
David Nunn, City Clerk

MORGAN COUNTY SHERIFF

By: *Kenneth Pritchett* (SEAL)
Kenneth Pritchett, Sheriff

1:\data\madison\jail\jailservices.agr



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: MORGAN COUNTY

Service: LAND USE PLANNING

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

Morgan County	General Fund
Bostwick	General Fund
Buckhead	General Fund
Madison	General Fund
Rutledge	General Fund

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

No Change

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

Agreement Name:

Contacting Parties:

Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	September 1999 - Present
Morgan County Planning & Zoning Commission By-Laws		October 7, 1997

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?

Morgan County Comprehensive Plan, June 1999. Morgan County Planning & Zoning Commission By-Laws, October 7, 1997.

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725

Date completed: October 1, 1999

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 AGREEMENT

Service: LAND USE PLANNING

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides Land Use Planning to the unincorporated areas of the County and to the cities of Bostwick, Buckhead, Madison, and Rutledge pursuant to the terms of the "Morgan County Comprehensive Plan and Zoning Planning Commission By-law. Revision of plans is accomplished based on pro rata population share of county.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of NOVEMBER, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN, BOE

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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County: MORGAN COUNTY Service: LAW ENFORCEMENT

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

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

Table with 2 columns: Local Government or Authority, Funding Method. Rows include Morgan County, Bostwick, Buckhead, Madison, Rutledge, all with General Fund, User Fees.

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

No Change

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

Table with 3 columns: Agreement Name, Contacting Parties, Effective and Ending Dates. Row 1: Service Delivery Agreement, Morgan County - All Cities.

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 I, Section III. Use exactly the same service names listed on page I. 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: MORGAN COUNTY Service: LAW ENFORCEMENT

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)

Madison

- Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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

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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:

Morgan County	General Fund, Fines, Forfeitures, Grants
Madison	General Fund, Fines, Forfeitures, Grants

SEE ATTACHED RESOLUTIONS

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Service Delivery Agreement	Morgan County/Municipalities	October 1, 1999
Law Enforcement Mutual Aid Agreement	Morgan County - City of Madison	March 1, 1994

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: LAW ENFORCEMENT

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The Morgan County Sheriff's Department is available to all incorporated and unincorporated areas of Morgan County. The Morgan County Sheriff's Department is the primary Law Enforcement provider to unincorporated areas, Bostwick, Buckhead, and Rutledge.

The city of Madison provides Law Enforcement services within their respective municipal boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Hollenbeck

Title: CHAIRMAN, BOC

Attest: Mark B. Craig

CITY OF MADISON

By: Bill Smith

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: M. W. N.

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: William C. Spence III

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



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: MORGAN COUNTY Service: LIBRARIES

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

Morgan County Board of Commissioners	General Fund
Uncle Remus Library	General Fund, State Funds, Federal Funds

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities/Uncle Remus Library	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: LIBRARIES

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The Uncle Remus Regional Library System serves Morgan County. The Uncle Remus Regional Library System provides support services (i.e., acquisition, distribution, cataloging and processing of books) to the library located in Morgan County. The Piedmont Regional Library System receives funding from the State of Georgia, and Morgan County governments. The Morgan County Library Board distributes grant monies to the library in the County. The Library Board requests funds through Morgan County each year.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of NOVEMBER, 1999.

MORGAN COUNTY

By: Mark B. Collier

Title: CHAIRMAN, BDC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: _____

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

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: MORGAN COUNTY Service: PARKS AND RECREATION

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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 provide, and identify the government, authority, or other organization that will provide service within each service area.)
Morgan County, Bostwick, Buckhead, Madison, and Rutledge

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:
Morgan County	General Fund, User Fees
Bostwick	General Fund, User Fees
Buckhead	General Fund, User Fees
Madison	General Fund, User Fees
Rutledge	General Fund, User Fees

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

No Change

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

Agreement Name:	Contacting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Cities	

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY Service: PARKS AND RECREATION

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)
Morgan County, Bostwick, Buckhead, Madison, and Rutledge
 - Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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:
Morgan County	General Fund, User Fees, Rental Fees, Grants
Bostwick	General Fund, Grants
Buckhead	General Fund, Grants
Madison	General Fund, Grants
Rutledge	General Fund, Grants

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

Morgan County has consolidated recreation services under a recreation board supported and run by Morgan County.

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

Agreement Name:	Contacting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Counties	October 1, 1999
Recreation Service Agreement	Morgan County - Madison	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: PARKS AND RECREATION

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County offers a range of recreational services that is available to all county residents. The Morgan County Recreation Department also utilizes the Morgan County school system and City of Madison recreational facilities by permission of the city and school systems.

The City of Bostwick, Buckhead, and Rutledge has a park and ballfield which the city maintains.

The City of Madison has an agreement for recreational services with Morgan County. All cities are able to provide additional recreational services. See Attached Agreement.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Collier

Title: CHAIRMAN, BDC

Attest: Mark B. Craig

CITY OF MADISON

By: B. Stull

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Wm. Wm

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: Robert C. Grewal

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

STATE OF GEORGIA,
COUNTY OF MORGAN:

AGREEMENT FOR RECREATIONAL SERVICES

WHEREAS, MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose current Chairman is Mack B. Bohlen, and whose current Vice-Chairman is W. Michael Nabors, and whose current members are Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell, hereinafter sometimes referred to as "County", and the CITY OF MADISON, GEORGIA, a Georgia Municipality, whose current Mayor is Bruce E. Gilbert, and whose current Council Members are Barry N. Lurey, Fred Perriman, Clyde Sims, Roy Womack and Lyn Hunt, hereinafter sometimes referred to as "City", desire to provide efficient and non-duplicative Recreational Service to the citizens of the City and the County; and

WHEREAS, the parties have been negotiating under House Bill #489 to determine which services are more efficiently provided by one service provider; and

WHEREAS, the parties recognize that it would be more efficient for recreational services to be provided throughout their respective areas by only one of the parties hereto; and

WHEREAS, the parties further recognize that the County is the most logical provider of county-wide recreational services; and

WHEREAS, the parties want to contract with each other for the County to furnish recreational services to the City; and

WHEREAS, the parties are authorized to contract for recreational services under Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration of mutual promises exchanged between the parties in compliance with the provisions, terms and conditions of state statutes pertaining thereto, the parties hereto hereby agree as follows:

1.

RECITALS. The above recitals are made a part of this agreement.

2.

TERM. This agreement will be binding on the parties hereto effective the 1st day of July, 1999, and ending at midnight on the 30th day of June, 2000. This agreement will then continue on an annual basis beginning the 1st day of July of each year and ending on the 30th day of June of the next calendar year unless this agreement is terminated under the terms of this agreement. Upon termination, the status quo prior to execution of this agreement shall be restored.

3.

FUNCTIONS. The County shall be solely responsible for the organizing, operating maintenance, furnishing of equipment, personnel, and facilities and maintenance of all personal and real property, as well as all other functions of the Morgan County Recreation Commission f/k/a the Madison-Morgan Recreation Department. However, the City shall furnish at no charge to the County the land, building and all facilities located at 1253 College Drive, Madison, Georgia, Hill Park located on South Main Street, Madison, Georgia, for recreational and related purposes during the terms of this agreement.

4.

SUCCESSOR IN INTEREST. The parties hereto recognize that the Morgan County Recreation Commission is a successor in interest and owner of all equipment and personalty formerly owned by the Madison-Morgan Recreation Department. However, upon termination, the status quo prior to execution of this agreement shall be restored, i.e.

5.

PAYMENTS. This agreement shall govern the rights and obligations of the parties hereto. No payments shall be made from the City to the County for recreational services. City residents shall be charged any fees in the same amount as charged by the County to other residents of Morgan County, Georgia. The foregoing notwithstanding, the City may elect to fund certain projects it determines to constitute as a higher level of services within the city limits of Madison by improving existing or creating new recreational facilities within the municipal limits

of Madison, Georgia.

6.

TERMINATION FOR CONVENIENCE. Either party may cancel and terminate this agreement at the end of any fiscal year, provided notice of such intention to so terminate and cancel this agreement shall be given not later than 60 days prior to the end of said fiscal year. Otherwise, it shall remain in force on a yearly basis. Upon termination, the status quo prior to execution of this agreement shall be restored as specified in paragraph 2 herein before.

7.

PERSONNEL. The County shall furnish adequate personnel through funding from the County necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the County. The parties are aware that all employees of the Madison-Morgan Recreation Department except Bill Wood are considered employees of the Madison-Morgan Recreation Department and governed under Madison-Morgan Recreation Department personnel policies. Upon execution of this agreement by both parties, said employees, except Bill Wood, shall be governed under the County's personnel policies. Nothing contained in this agreement shall be construed as a contract or guarantee of employment, now or in the future. The foregoing notwithstanding, County, at its sole discretion, may provide retirement benefits to said employees, with the beginning effective date being the employee's first day of employment with the Morgan County Recreation Department. Each party will pay 2 of the \$7,042.00 expenses associated with this retroactive pension of retirement benefits.

8.

NOTICES. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at

any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

- a. Mack B. Bohlen, Chairman
Morgan County Board of Commissioners
P. O. Box 168
Madison, GA 30650
- b. Bruce E. Gilbert, Mayor
City of Madison
P.O. Box 32
Madison, GA 30650

9.

TRANSFER. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without prior written approval of all parties hereto.

10.

TERMINATION. If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving 60 days notice thereof. Upon termination, the status quo prior to execution of this agreement shall be restored as specified in paragraph 2 herein before.

11.

LAWS OF GEORGIA. It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

12.

SEVERABILITY. If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof

such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

13.

OTHER DOCUMENTS. On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

14.

TIME OF ESSENCE. Time is and shall be of the essence of this agreement.

15.

AUTHORITY. The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

SOLE AGREEMENT. This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers,

solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

17.

BINDING EFFECT. This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

18.

HEADINGS. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating reference to this agreement and shall not supplement, limit or otherwise vary the text of this agreement in any respect.

19.

REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

20.

POWERS CUMULATIVE. Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

21.

NO WAIVER. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

22.

COUNTERPARTS. This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

**MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)**

By: Mack B. Bohlen (SEAL)
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors (SEAL)
W. Michael Nabors, Vice Chairman

Walter Curtis Butler (SEAL)
Walter Curtis Butler, Jr., Commissioner

J. DeWitt Knight (SEAL)
J. DeWitt Knight, Commissioner

Thomas H. Bell (SEAL)
Thomas H. Bell, Commissioner

Attest: Doris J. Harris (SEAL)
Doris J. Harris, County Clerk
(AFFIX COUNTY SEAL)

Signed, sealed and delivered
the date first above written
in the presence of

Mack B. Cuyf
Unofficial witness

Gene S. Sasser
Notary Public, Morgan Co., GA

My commission expires: 10/3/2003

CITY OF MADISON, GEORGIA (SEAL)

By: *Bruce E. Gilbert* (SEAL)
Bruce E. Gilbert, Mayor

Fred Perriman (SEAL)
Fred Perriman, Council Member

Barry N. Lurey (SEAL)
Barry N. Lurey, Council Member

Glyde Sims (SEAL)
Glyde Sims, Council Member

Roy C. Womack (SEAL)
Roy C. Womack, Council Member

Lyn Hunt (SEAL)
Lyn Hunt, Council Member

Attest: *W. David Nunn* (SEAL)
W. David Nunn, City Clerk
[AFFIX CITY SEAL]

Signed, sealed and delivered
the date first above written
in the presence of:

Monica H. Callahan
Unofficial witness

Paul M. Russell
Notary Public, Morgan Co., GA
Notary Public, Morgan County, Georgia
My commission expires My Commission Expires April 30, 2000
Date Notarized: 10/28/99



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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: MORGAN COUNTY Service: PROPERTY TAX ASSESSMENT AND COLLECTION

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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 provide, and identify the government, authority, or other organization that will provide service within each service area.)
Morgan County, Bostwick, Buckhead, and Rutledge

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:

Morgan County	General Fund, User Fees
Bostwick	General Fund, User Fees
Buckhead	General Fund, User Fees
Madison	General Fund, User Fees
Rutledge	General Fund, User Fees

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Agreement Name:	Contacting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Cities	

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY

Service: PROPERTY TAX ASSESSMENT AND COLLECTION

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

[] Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)

[X] 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.)

Morgan County, Bostwick, Buckhead, and Rutledge

[] Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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 [X] 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:

Table with 2 columns: Local Government or Authority, Funding Method. Rows include Morgan County, Bostwick, Buckhead, Madison, Rutledge, all with General Fund.

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Table with 3 columns: Agreement Name, Contacting Parties, Effective and Ending Dates. Rows include Service Delivery Agreement, Madison - Morgan County Tax Collection, Rutledge - Morgan County Tax Collection.

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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? [X] Yes [] No

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

SERVICE DELIVERY AGREEMENT

Service: PROPERTY TAX ASSESSMENT AND COLLECTION

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides tax assessment services to unincorporated and incorporated residents. Morgan County Tax Commissioner collects County property taxes for unincorporated county and incorporated areas of Madison and Rutledge per attached agreement.

In addition, the cities of Bostwick and Buckhead provide municipal tax collection services for municipal property owners within their incorporated municipal boundaries.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark S. Boller

Title: CHAIRMAN BOE

Attest: Mark B. Craig

CITY OF MADISON

By: Ben Stoltz

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Mr. W. W. W.

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: William C. Stewart

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

A G R E E M E N T

COPY

GEORGIA, MORGAN COUNTY

THIS AGREEMENT made and entered into this 2nd day of July, 1996, by and between MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose Chairman currently is Henry G. Carson, whose Vice Chairman currently is S. J. Saffold, Jr., and whose current members are Walter Curtis Butler, Jr., Mack Bohlen, and DeWitt Knight, hereinafter sometimes referred to as "County", and the CITY OF RUTLEDGE, GEORGIA, acting by and through its Mayor who currently is Susan S. Herndon and whose council members currently are Hollie Y. Adams, Deleon Ray, Zonna Lanier, and William H. Dickie, Jr., hereinafter sometimes called "City", and approved and consented to by BRENDA B. WHITE, in her capacity as Tax Commissioner of Morgan County, Georgia, hereinafter sometimes called "Tax Commissioner";

W I T N E S S E T H:

WHEREAS, the General Assembly of the State of Georgia enacted Code Section 48-5-359.1(a), which provides as follows:

That any County and any municipality wholly located within such County may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the County governing authority and a municipality shall specify an amount to be paid by the municipality to the County, which amount will substantially approximate the costs to the County providing the service to the municipality. Notwithstanding the provisions of any other law, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to him by the County; and

WHEREAS, the City desires to enter into a contract with the County, for the purpose of collecting tax money on behalf of the City; and

WHEREAS, the Tax Commissioner of Morgan County currently collects all County taxes from residents of Morgan County who are also residents of the City of Rutledge, and entering into this Agreement would eliminate the City's duplication of tax billing and collection services; and

WHEREAS, entering into this Agreement would allow taxpayers to deal with only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thus eliminating much confusion engendered by having to deal with two separate governmental bodies; and

WHEREAS, entering into this Agreement would eliminate the confusion of City taxpayers as to which office each payment (for City and County taxes) must be remitted; and

WHEREAS, entering in to this Agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record-keeping would be eliminated; and

WHEREAS, the City's staff employees would be free to perform other needed tasks, thus allowing the staff to provide a greater level of service to the public and to City employees; and

WHEREAS, the fees to be paid by the City for such services by the Tax Commissioner will substantially approximate the costs to the County to provide such services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the mutual considerations hereinafter set forth, the County and the City agree as follows:

1.
County, through the Office of the Tax Commissioner, shall bill for and collect all City property taxes levied by the City.

2.
County shall prepare the tax digest for the City.

3.
County shall invoke any remedy allowed to City in collection of City taxes.

4.
In the event a taxpayer is in bankruptcy, County shall prorate the amount of taxes due each entity according to the percentage each entity's bill has to the whole tax amount due.

5.
County shall prepare and timely submit to City the following reports:

- (a) TO BE FURNISHED ANNUALLY:
 - (i) Preliminary tax digest totals;
 - (ii) Exempt list by name;
 - (iii) Exempt list by parcel;
 - (iv) Parcel list in numerical order;
 - (v) Breakdown of City tax amounts by tax distribution; and
 - (vi) Breakdown of City tax assessments by classification;
- (b) TO BE FURNISHED MONTHLY, CONCERNING UNCOLLECTED TAXES:
 - (i) Alphabetical list by tax year for personal property;
 - (ii) Alphabetical list by tax year for real estate; and
 - (iii) Parcel list by tax year for real estate;
- (c) TO BE FURNISHED BI-WEEKLY, BREAKDOWN BY CATEGORY OF TAX MONEY COLLECTED BY TAX YEAR FOR:
 - (i) Recreation maintenance and operations, if any;
 - (ii) Recreation bonds, if any;
 - (iii) Building authority bonds, if any;
 - (iv) General government;
 - (v) Penalty for failure to file tax return;
 - (vi) Amount of interest paid by the County on funds collected but not transferred;
 - (vii) Adjustment to include N.O.D.'s, releases and refunds; and
 - (viii) After taxes are delinquent, breakdown of interest and penalty collect by the County.

6.
City shall pay to County the sum of \$1.25 per tax parcel for real estate

and personal property. County shall provide the services outlined herein and shall receive a fee of \$1.25 per parcel promptly after the County remits funds to the City following the collection of City taxes. The County shall deliver a check to the City Clerk as close as possible to the 1st and 16th day of each month and shall not hold City taxes in excess of fifteen (15) working days after collection. In the event the County holds City tax money in excess of fifteen (15) days working days after collection, the County shall remit to City the amount of interest earned by County on the withheld monies.

7.

City will furnish to County all information and documentation necessary for County to provide the above-referenced services.

8.

With respect to City taxes which are delinquent, it is agreed that the County shall pursue collection remedies on behalf of the City. The County will hire a levying officer to work with the County for the purpose of collecting delinquent City taxes hereby alleviating the necessity for the City to employ a levying officer. This levying officer will be an employee or independent contractor of the County. The County Delinquent Tax Office shall pursue collection of delinquent taxes on behalf of the City and County equally and all sums whether incurred by the County or collected from the delinquent taxpayer shall be retained by or be paid by the County.

9.

County shall provide access to records of the Tax Commissioner to City through its auditors for purposes of a yearly audit or for other good and sufficient cause as determined by the reasonable judgment of the City.

10.

This Agreement shall commence on August 1, 1996, and shall terminate on June 30, 1997. However, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate or change this Agreement not less than sixty (60) days prior to June 30, 1997, or on or before such date in any subsequent year in which the agreement is in effect. Such written notice shall be mailed, Certified Mail, Return Receipt Requested, if to the County.

Chairman
Morgan County, Board of Commissioners
P.O. Box 168
Madison, Georgia 30650

and a copy to:

Morgan County Tax Commissioner
Room 110, Morgan County Courthouse
Madison, Georgia 30650

and if to the City:

City Clerk
City of Rutledge
P.O. Box 277
Rutledge, Georgia 30663

11.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

12.

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding

shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been apart hereof.

13.

On and after the date of this Agreement, both parties shall, at the request of the other, make, execute and deliver or obtain or deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

14.

Time is and shall be of the essence of this Agreement.

15.

The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

This Agreement supersedes all prior discussions and agreements between the parties and this Agreement contains the sole and entire understanding between the parties with the respect to the transactions contemplated by this Agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed.

17.

This Agreement shall be binding upon the parties hereto and their successors in office.

18.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

19.

All reference to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof", "hereinafter" and other terms of like or similar import, shall be deemed to refer to this Agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

20.

Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

MORGAN COUNTY BOARD OF COMMISSIONERS

BY: Henry G. Carson
Henry G. Carson, Chairman

S. J. Saffold, Jr.
S. J. Saffold, Jr., Vice Chairman

Walter Curtis Bulter
Walter Curtis Bulter, Jr. Commissioner

Mack Bohlen
Mack Bohlen, Commissioner

Dewitt Knight
Dewitt Knight, Commissioner

ATTEST: Doris Harris
Doris Harris, County Clerk

CITY OF RUTLEDGE, GEORGIA

BY: Susan S. Herndon
Susan S. Herndon, Mayor

Hollie Y. Adams
Hollie Y. Adams, Council Member

Deleon Ray
Deleon Ray, Council Member

Zonna Lanier
Zonna Lanier, Council Member

William H. Dickie, Jr.
William H. Dickie, Jr., Council Member

ATTEST: Hazel Conner
Hazel Conner, City Clerk

APPROVED AND CONSENTED TO BY:
MORGAN COUNTY TAX COMMISSIONER

Brenda B. White
Brenda B. White, Morgan County
Tax Commissioner

A G R E E M E N T

GEORGIA, MORGAN COUNTY

THIS AGREEMENT made and entered into this 12th day of September, 1994, by and between MORGAN COUNTY, GEORGIA, by and through its Board of Commissioners whose Chairman currently is Henry G. Carson, whose Vice Chairman currently is S. J. Saffold, Jr., and whose current members are Walter Curtis Butler, Jr., Douglas E. Ewing, and Mack Bohlen, hereinafter sometimes referred to as "County, and the CITY OF MADISON, GEORGIA, by and through its Mayor who currently is Bruce E. Gilbert and whose council members currently are Barry N. Lurey, R. D. Crawford, Fred Perriman, Roy C. Womack, and Clyde Sims, hereinafter sometimes called "City", and approved and consented to by BRENDA B. WHITE, in her capacity as Tax Commissioners of Morgan County, Georgia, hereinafter sometimes called "Tax Commissioner";

W I T N E S S E T H:

WHEREAS, the General Assembly of the State of Georgia enacted Code Section 48-5-359.1(a), providing as follows:

That any County and any municipality wholly located within such County may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the County governing authority and a municipality shall specify an amount to be paid by the municipality to the County, which amount will substantially approximate the costs to the County providing the service to the municipality. Notwithstanding the provisions of any other law, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to him by the County; and

WHEREAS, the City desires to enter into a contract with the County, for the purpose of collecting tax money on behalf of the City; and

WHEREAS, the Tax Commissioner of Morgan County Morgan County currently collects all County taxes from residents of Morgan County who are also residents of the City of Madison, and entering into this Agreement would eliminate the City's duplication of tax billing and collection services; and

WHEREAS, entering into this agreement would allow taxpayers to deal with only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thus eliminating much confusion engendered by having to deal with two separate governmental bodies; and

WHEREAS, entering into this agreement would eliminate the confusion of City taxpayers as to which office each payment (for City and County taxes) must be remitted; and

WHEREAS, entering into this agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated; and

WHEREAS, the City's staff employees would be free to perform other needed tasks, thus allowing said staff to provide a greater level of service to the public and to City employees; and

WHEREAS, the fees to be paid by the City for such services by the Tax Commissioner will substantially approximate the costs to the County to provide such services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the mutual considerations hereinafter set forth, the County and the City agree as follows:

1.

County, through the Office of the Tax Commissioner, shall bill for and collect all City property taxes levied by the City.

2.

County shall prepare the tax digest for City.

3.

County shall invoke any remedy allowed to City in collection of City taxes.

4.

In the event a taxpayer is in bankruptcy, County shall prorate the amount of taxes due each entity according to the percentage each entity's bill has to the whole tax amount due.

5.

County shall prepare and timely submit to City the following reports:

(a) TO BE FURNISHED ANNUALLY:

- (i) Preliminary tax digest totals;
- (ii) Exempt list by name;
- (iii) Exempt list by parcel;
- (iv) Parcel list in numerical order;
- (v) Downtown Madison Development Authority (hereinafter "DMDA") by name (outstanding list);
- (vi) DMDA by parcel (long list);
- (vii) DMDA by parcel (short list);
- (viii) Breakdown of City tax amounts by tax distribution;
- (ix) Breakdown of City tax assessments by classification;

(b) TO BE FURNISHED MONTHLY, CONCERNING UNCOLLECTED TAXES;

- (i) Alphabetical list by tax year for personal property;
- (ii) Alphabetical list by tax year for real estate;
- (iii) Alphabetical list by tax year for DMDA;
- (iv) Parcel list by tax year for real estate;
- (v) Parcel list by tax year for DMDA;

(c) TO BE FURNISHED BI-WEEKLY, BREAKDOWN BY CATEGORY OF TAX MONEY COLLECTED BY TAX YEAR FOR:

- (i) School maintenance and operations;

- (ii) School bonds if any;
- (iii) Recreation maintenance and operations if any;
- (iv) Recreation bonds if any;
- (v) Building authority bonds if any;
- (vi) General government;
- (vii) Penalty for failure to file tax return;
- (viii) DMDA;
- (ix) Amount of interest paid by the County on funds collected but not transferred;
- (x) Adjustment to include N.O.D.'s, releases and refunds; and
- (xi) After taxes are delinquent, breakdown of interest and penalty collected by the County.

6.

City shall pay to County the sum of \$1.25 per tax parcel for real estate and personal property. County shall provide the services outlined herein and shall receive a fee of \$1.25 per parcel promptly after the County remits funds to the City following the collection of City taxes. The County shall deliver a check to the City Clerk as close as possible to the 1st and 16th day of each month and shall not hold City taxes in excess of fifteen (15) working days after collection. In the event the County holds City tax money in excess of fifteen (15) days working days after collection, the County shall remit to City the amount of interest earned by County on said withheld monies.

7.

City will furnish to County all information and documentation necessary for County to provide the above-referenced services.

8.

With respect to City taxes which are delinquent, it is agreed that the County shall pursue collection remedies on behalf

of the City. The County will hire a levying officer to work with the County for the purpose of collecting delinquent City taxes hereby alleviating the necessity for the City to employ a levying officer. This levying officer will be an employee or independent contractor of the County. The County Delinquent Tax Office shall pursue collection of delinquent taxes on behalf of the City and County equally and all sums whether incurred by the County or collected from the delinquent taxpayer shall be retained by or be paid by the County.

9.

County shall provide access to records of the Tax Commissioners to City through its auditors for purposes of a yearly audit or for other good and sufficient cause as determined by the reasonable judgment of City.

10.

This Agreement shall commence on October 1, 1994, and shall terminate on June 30, 1995. However, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate or change this Agreement not less than sixty (60) days prior to June 30, 1995 or any subsequent year in which the contract is in effect. Such written notice shall be mailed, Certified Mail, Return Receipt Requested, if to the County.

Chairman
Morgan County Board of Commissioners
P. O. Box 168
Madison, Georgia 30650

and a copy to:

Morgan County Tax Commissioner
Room 110, Morgan County Courthouse
Madison, Georgia 30650

and if to the City:

City Manager
City of Madison
P. O. Box 32
Madison, Georgia 30650

11.

It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

12.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

13.

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or caused to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this agreement.

14.

Time is and shall be of the essence of this agreement.

15.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

This agreement supersedes all prior discussion and agreements between the parties and except for the agreement of even date a copy of which is attached as Exhibit "A" this

agreement contains the sole and entire understanding between the parties with the respect to transactions contemplated by this agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed.

17.

This agreement shall be binding upon the parties hereto and their successors in office.

18.

Words of any gender used in this agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

19.

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

20.

All references to paragraph or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or

subparagraph hereof.

21.

Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: *Henry G. Carson*
Henry G. Carson, Chairman
S. J. Saffold, Jr.
S. J. Saffold, Jr., Vice Chairman
Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr.,
Commissioner
D. E. Ewing
Douglas E. Ewing, Commissioner
Mack B. Bohlen
Mack Bohlen, Commissioner
Attest: *Doris Harris*
Doris Harris, County Clerk

CITY OF MADISON, GEORGIA

By: *Bruce E. Gilbert*
Bruce E. Gilbert, Mayor
Barry N. Lurey
Barry N. Lurey, Council Member
R. D. Crawford
R. D. Crawford, Council Member
Fred Perriman
Fred Perriman, Council Member
Roy C. Womack
Roy C. Womack, Council Member
Clyde Nunn
Clyde Nunn, Council Member
Attest: *W. David Nunn*
W. David Nunn, City Clerk

**APPROVED AND CONSENTED TO BY:
MORGAN COUNTY TAX COMMISSIONER**

Brenda B. White
Brenda B. White, Morgan County
Tax Commissioner



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: MORGAN COUNTY

Service: PUBLIC TRANSPORTATION

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

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

Morgan County	General Fund, User Fees, State, Federal Grants

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

No Change

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

Agreement Name:

Contacting Parties:

Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725

Date completed: October 1, 1999

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 AGREEMENT

Service: PUBLIC TRANSPORTATION

Parties: Morgan County, Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides transportation services for all Morgan County citizens.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN, BDC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

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: MORGAN COUNTY Service: ROAD/BRIDGE CONSTRUCTION-MAINTENANCE

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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 provide, and identify the government, authority, or other organization that will provide service within each service area.)
Morgan County, Madison, Rutledge

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:

Morgan County	General Fund, User Fees
Bostwick	General Fund, User Fees
Buckhead	General Fund, User Fees
Madison	General Fund, User Fees
Rutledge	General Fund, User Fees

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

No Change

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Service Delivery Agreement	Contracting Parties	Effective and Ending Dates
	Morgan County - All Cities	

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY Service: ROAD/BRIDGE CONSTRUCTION-MAINTENANCE

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)
- Morgan County**
- Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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:
Morgan County	General Fund, SPLOST, Federal and State Grants
Madison	General Fund, SPLOST, Federal and State Grants
Rutledge	General Fund, Federal and State Grants

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

No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Cities	October 1, 1999
Morgan County & Madison SPLOST Agreement	Morgan County - Madison	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: ROAD/BRIDGE CONSTRUCTION-MAINTENANCE

Parties: Morgan County, and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The Morgan County Road Department provides maintenance to all county roads and bridges except in the City of Madison where SPLOST appropriation for Roads & Bridges substitutes. When the Morgan County Road Department receives a maintenance request from Bostwick or Buckhead for assistance for city streets, the county road department provides support in lieu of LOST taxes. The city's request may be scheduled into the county road department's priority list for completion. The City of Rutledge receives LOST and is responsible for maintenance of city streets. Morgan County may provide assistance on a space available basis to the cities of Madison and Rutledge.

Maintenance on city streets is either completed by the cities or a private contractor. The City of Madison has its own road maintenance department. See Attached SPLOST Agreement.

The county shall have permitting authority for "County-Maintained" roads in the city, except Madison for that section of road which the county maintains. The county and the Department of Transportation will control permitting for driveways, utility, construction, road widenings, lane widths, construction standards and other transportation standards that effect safety and conformity to acceptable Department of Transportation road maintenance practices. Any city that makes a utility cut or initiates any other activity that disrupts the road surface on a County-Maintained road will be responsible for repairing the roadway.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark A. Bohler

Title: CHAIRMAN Bee

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

STATE OF GEORGIA,

COUNTY OF MORGAN:

AGREEMENT FOR EXPENDITURES OF SPLOST REVENUES

WHEREAS, MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose current Chairman is Mack B. Bohlen, and whose current Vice-Chairman is W. Michael Nabors, and whose current members are Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell, hereinafter sometimes referred to as "County", distributes monies, inter alia, for the construction, maintenance and improvement of roads and bridges within Morgan County, Georgia, in accordance with a local option sales tax passed by the voters of Morgan County, Georgia, which distribution became effective in April of 1997; and

WHEREAS, the CITY OF MADISON, GEORGIA, a Georgia Municipality, whose current Mayor is Bruce E. Gilbert, and whose current council members are Barty N. Lurey, Fred Perriman, Roy Womack, Clyde Sims and Lyn Hunt, hereinafter sometimes referred to as "City", is a municipality wholly lying within the boundaries of Morgan County, Georgia; and

WHEREAS, the parties have agreed that a certain percentage of revenues collected for said road and bridge purposes under the aforesaid SPLOST election shall be paid on a regular basis to the City of Madison; and

WHEREAS, the parties are authorized to enter into this agreement under Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration of mutual promises exchanged between the parties in compliance with the provisions, terms and conditions of state statutes pertaining thereto, the parties hereto hereby agree as follows:

1.

RECITALS. The above recitals are made a part of this agreement.

2.

TERM. This agreement will be binding on the parties hereto effective the 1st day of July, 1999, and shall remain in full force until cancelled by mutual agreement of both parties or by written notice by one party to the other, giving sixty (60) days notice of said cancellation.

3.

PAYMENTS. On a monthly basis, the County shall pay to the City a total of 10% of not less than 55% of SPLOST. Should SPLOST end, County shall monthly pay City an amount equal to the last full year of funding described in the prior sentence, with an increase equal to the CPI at each one year anniversary from SPLOST termination. The CPI being previously referred to is the Consumer Price Index for all urban consumers - all items - U.S. City Average, Series A (1967=100) issued by the Bureau of Labor Statistics, U. S. Department of Labor.

4.

FUNCTIONS. The County shall be solely responsible for the expenditure of SPLOST revenue within the unincorporated areas of Morgan County, Georgia. The City shall be solely responsible for the expenditure of its funding hereunder within the incorporated limits of the City of Madison, Georgia.

5.

NOTICES. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

- a. Mack B. Bohlen, Chairman
Morgan County Board of Commissioners
P. O. Box 168
Madison, GA 30650
- b. Bruce E. Gilbert, Mayor
City of Madison
P. O. Box 32
Madison, GA 30650

6.

TRANSFER. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without prior written approval of all parties hereto.

7.

TERMINATION. If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving 60 days notice thereof. The breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach.

8.

LAWS OF GEORGIA. It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

9.

SEVERABILITY. If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

10.

OTHER DOCUMENTS. On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

11.

TIME OF ESSENCE. Time is and shall be of the essence of this agreement.

12.

AUTHORITY. The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

13.

SOLE AGREEMENT. This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

14.

BINDING EFFECT. This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

15.

HEADINGS. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating reference to this agreement and shall not supplement, limit or otherwise vary the text of this agreement in any respect.

16.

REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

17.

POWERS CUMULATIVE. Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

18.

NO WAIVER. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

COUNTERPARTS. This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

**MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)**

By: *Mack B. Bohlen, Sr.* (SEAL)
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors (SEAL)
W. Michael Nabors, Vice Chairman

Walter Curtis Butler, Jr. (SEAL)
Walter Curtis Butler, Jr., Commissioner

J. DeWitt Knight (SEAL)
J. DeWitt Knight, Commissioner

Thomas H. Bell (SEAL)
Thomas H. Bell, Commissioner

Attest: *Doris J. Harris* (SEAL)
Doris J. Harris, County Clerk
[AFFIX COUNTY SEAL]

Signed, sealed and delivered
the date first above written
in the presence of:

Mack B. Bohlen, Sr.
Unofficial witness

Jane S. Sasser
Notary Public, Morgan Co., GA
My commission expires: 10/3/2003

CITY OF MADISON, GEORGIA (SEAL)

By: *Bruce E. Gilbert* (SEAL)
Bruce E. Gilbert, Mayor

Barry N. Lurey (SEAL)
Barry N. Lurey, Council Member

Fred Perriman (SEAL)
Fred Perriman, Council Member

Clyde Sims (SEAL)
Clyde Sims, Council Member

Roy C. Womack (SEAL)
Roy C. Womack, Council Member

Lyn Hunt (SEAL)
Lyn Hunt, Council Member

Attest: *W. David Nunn* (SEAL)
W. David Nunn, City Clerk
[AFFIX CITY SEAL]

Signed, sealed and delivered
the date first above written
in the presence of:

Bronson H. Callahan
Unofficial witness

Shirley M. Russell
Notary Public, Morgan Co., GA
Notary Public, Morgan County, Georgia
My commission expires April 30, 2000
Date Notarized: 10/28/99



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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: MORGAN COUNTY Service: SENIOR CENTER

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

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

Morgan County	General Fund, User Fees, State, Federal Grants

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: SENIOR CENTER

Parties: Morgan County, Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides senior services for all citizens.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Wade B. Bollen

Title: CHAIRMAN BDC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



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: MORGAN COUNTY

Service: SOLID WASTE COLLECTION/RECYCLING

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

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

Table with 2 columns: Local Government or Authority, Funding Method. Rows include Morgan County, Buckhead, Madison, Rutledge.

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

No Change

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

Agreement Name: Contracting Parties: Effective and Ending Dates:

Table with 3 columns: Agreement Name, Contracting Parties, Effective and Ending Dates. Row 1: Service Delivery Agreement, Morgan County - All Cities, October 1, 1999.

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: SOLID WASTE COLLECTION/RECYCLING

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County, Bostwick, Buckhead and residents utilize ten compactor sites and three recycling centers to collect their residential solid waste. Commercial customers in Morgan County, Bostwick, Buckhead, and Rutledge contract direct with private solid waste haulers. Rutledge contracts are with a private vendor for both commercial and residential solid waste.

The City of Madison contracts with a private vendor to collect recyclables. Madison's large commercial and industrial customers contract direct with private vendors or the City for their solid waste collection. Madison collects garbage at back door for its residential citizens.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: CHAIRMAN, BDC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

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: MORGAN COUNTY Service: SOLID WASTE DISPOSAL

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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 provide, and identify the government, authority, or other organization that will provide service within each service area.)
Morgan County, Madison

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:

Morgan County	General Fund, User Fees
Bostwick	General Fund, User Fees
Buckhead	General Fund, User Fees
Madison	General Fund, User Fees
Rutledge	General Fund, User Fees

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Agreement Name	Contacting Parties	Effective and Ending Dates
Service Delivery Agreement	Morgan County - All Cities	

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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: MORGAN COUNTY Service: SOLID WASTE DISPOSAL

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

- Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)
Morgan County, Madison
- Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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:

Morgan County	General Fund, User Fees
Madison	User Fees

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

No Change

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

Agreement Name: Contacting Parties: Effective and Ending Dates:

Service Delivery Agreement	Morgan County - All Cities	October 1, 1999

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?

Same As # 5

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: SOLID WASTE DISPOSAL

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides certain solid waste disposal services to the unincorporated areas and to all cities within Morgan County. Morgan County operates a transfer station that is available to all jurisdictions in Morgan County for residential garbage at no charge.

Commercial establishments in Morgan County contract with private or city waste haulers who are responsible for solid waste disposal. Disposal costs are charged for commercial hauls at county transfer station. Recycling is disposed of by contractors (in the City of Madison). Morgan County disposes of recyclables with a private contractor by hauling to a processing center.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of NOVEMBER, 1999.

MORGAN COUNTY

By: Walter B. Boller

Title: CHAIRMAN, BOC

Attest: Mark B. Craig

CITY OF MADISON

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Mr. [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: [Signature]

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

SERVICE DELIVERY AGREEMENT

Service: WASTE WATER

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County does not operate a public sewerage system at this time. Madison runs two treatment facilities and Rutledge has one treatment facility. Limited sewage is available to County residents. Morgan County, Bostwick, Buckhead operate systems off of septic systems. See Attached Utility Service Agreement. See Attached Service Area Delivery Systems.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of NOVEMBER, 1999.

MORGAN COUNTY

By: Mark B. Bellert

Title: CHAIRMAN BOC

Attest: Mark B. Craig

CITY OF MADISON

By: Be. Whit

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Wh. Whit

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: Be. Whit

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



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: MORGAN COUNTY Service: WATER SUPPLY, TREATMENT AND DISTRIBUTION

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

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

Service will be provided in one or more cities or portions 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 or portions of the county will be provided in one or more cities or portions of the county by a single service provider. (If this box is checked, identify the government(s), authority or organization providing the service.)

One or more cities or portions of the county will be provided in one or more cities or portions of the county by a single service provider. (If this box is checked, identify the government(s), authority or organization providing the service.)

Other. (If this box is checked, identify the government, authority or organization providing the service, and the geographic area of the service.)

9/20/02
SEE INTERGOVERNMENTAL
CONTRACT OF
JULY 23, 2002

MORGAN COUNTY
9/20/02

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:

Morgan County	General Fund, User Fees, Grants, Loans, SPLOST
Bostwick	General Fund, User Fees, Grants, Loans, SPLOST
Buckhead	General Fund, User Fees, Grants, Loans, SPLOST
Madison	User Fees, Grants, Loans, SPLOST
Rutledge	General Fund, User Fees, Grants, Loans, SPLOST
Social Circle	User Fees, Grants, Loans, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
Establishment of new water service boundaries (see attached water service area map) and Intergovernmental Agreement for the Provision of Extraterritorial Water Service with adjustment of water rates to county citizens.

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:

Utility Service Delivery Agreement	Morgan County - Social Circle	July 1, 1999
Utility Service Delivery Agreement	Bostwick - Morgan County	July 1, 1999
Utility Service Delivery Agreement	Buckhead - Morgan County	July 1, 1999
Water Line Project Agreement	Madison - Morgan County	September 3, 1996
Utility Service Delivery Agreement	Morgan County - Bostwick	July 1, 1999
Utility Service Delivery Agreement	Rutledge - Morgan County	July 1, 1999

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?

See Attached Agreement

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: WATER SUPPLY, TREATMENT AND DISTRIBUTION

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The City of Madison provides treated water from two treatment plants to residential and non-residential development located within the city limits and unincorporated county. Madison also supplies water to unincorporated customers by operating and maintaining water lines the county paid for under attached agreement with Morgan County.

The City of Rutledge provides potable water from wells to residential and non-residential development in the city limits. Rutledge also provides water from city wells to unincorporated residents and businesses (see attached map). Rutledge purchases treated water from Madison.

The City of Bostwick provides potable water from city wells and non-residential customers in the city limits and to customers in unincorporated areas.

The City of Buckhead provides treated water from city wells to its customers in the city limits and in unincorporated areas of Morgan County.

Morgan County Water Authority is inactive. See Attached Agreements.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of NOVEMBER, 1999.

MORGAN COUNTY

By: Mark B. Bohlen

Title: Chairman

Attest: Mark B. Craig

CITY OF MADISON

By: Bob Shell

Title: Mayor

Attest: Mark B. Craig

CITY OF BOSTWICK

By: Wm. K. N.

Title: Mayor

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: Shelley C. Jones

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

RECEIVED

AUG 23 2002

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the 23rd day of July, 2002, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), The CITY OF SOCIAL CIRCLE, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"),

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the power to acquire and develop land as a site for a research park (a "Research Park Project"); and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, as part of the development process of the Research Park Project, the Authority desires to extend water and wastewater service to the Property; and

WHEREAS, by resolution dated June 26, 2001, the Authority authorized the filing of an application with the Department of Community Affairs (the "DCA") for a Regional Assistance Program (RAP) grant (the "Grant") of \$500,000 in grant funds for project funding for the extension of water and wastewater service to the property;

WHEREAS, the Authority was awarded said Grant on September 17, 2001 and the Grant was accepted by the Authority on October 23, 2001;

WHEREAS, a Special Condition of the Grant requires that prior to drawdown and disbursement of grant funds, the applicant will submit, for DCA approval, evidence that the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and that the project for which the Grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 *et seq.*, the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the Counties, and the City DO HEREBY AGREE, as follows:

1.

Consistent with the process for revising service delivery strategies set out in the Local Government Services Delivery Strategy Act, O.C.G.A. § 36-70-1 *et seq.*, Morgan County, Newton County, Walton County and the City of Social Circle agree to identify the Authority as the designated provider of water and wastewater service within the Property. The Authority is recognized as the owner of the water and wastewater system within the Property and has the exclusive right to contract for the operation of water and wastewater utilities within the Property. The Authority will fund the operation of the water and wastewater utilities with user fees.

2.

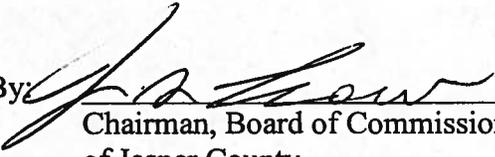
The Authority, the Counties, and the City agree as follows:

- (a) This Contract is entered into in order to satisfy Special Condition 1 of RAP Grant number 02rp-ATH-3-2070, awarding \$500,000 to the Authority.
- (b) This contract shall be effective upon execution by all signatories and shall be for a term of fifty (50) years.
- (c) Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.
- (d) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(e) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

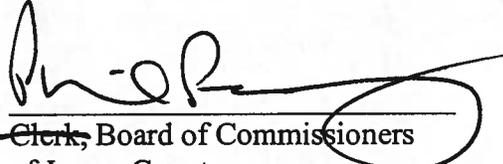
IN WITNESS WHEREOF, the parties, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

JASPER COUNTY, GEORGIA

By: 
Chairman, Board of Commissioners
of Jasper County

(SEAL)

Attest:


~~Clerk~~, Board of Commissioners
of Jasper County
County Administrator

MORGAN COUNTY, GEORGIA

By: *William M. Nolen*
Chairman, Board of Commissioners
of Morgan County

(SEAL)



Attest:

Daniel J. Harris
Clerk, Board of Commissioners
of Morgan County

NEWTON COUNTY, GEORGIA



By: *Chris Van*
Chairman, Board of Commissioners
of Newton County

Attest:

Jackie B. Smith
Clerk, Board of Commissioners
of Newton County

WALTON COUNTY, GEORGIA

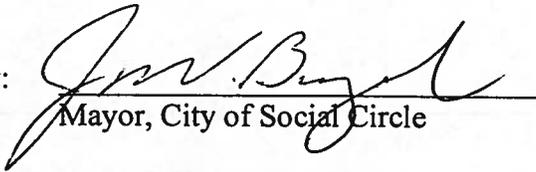
By: *Kevin W. Little*
Chairman, Board of Commissioners
of Walton County

(SEAL)

Attest:

Leta R. Yalund
Clerk, Board of Commissioners
of Walton County

THE CITY OF SOCIAL CIRCLE, GEORGIA

By: 
Mayor, City of Social Circle

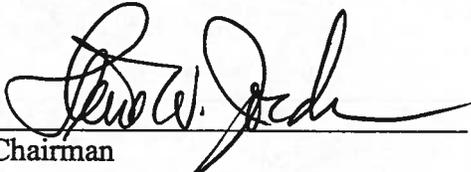
(SEAL)

Attest:


Clerk, City of Social Circle

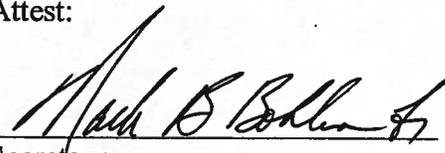
JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY

By:


Chairman

(SEAL)

Attest:


Secretary

MORGAN

RECEIVED

AUG 28 2002

RESOLUTION OF
THE CITY OF Rutledge, GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 *et seq.*, the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of _____ County, Georgia that the City of Rutledge supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

SO RESOLVED this 30th day of July, 2002.

Rutledge, GEORGIA

By: [Signature]
Mayor, City of Rutledge

(SEAL)

Attest:

[Signature]
Clerk, City of Rutledge

RECEIVED

AUG 28 2002

MORGAN

RESOLUTION OF
THE CITY OF Madison, GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 *et seq.*, the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Madison, Morgan County, Georgia that the City of Madison supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

SO RESOLVED this 8th day of July, 2002.

Madison, GEORGIA

By: 
Mayor, City of Madison




Clerk, City of Madison

STANTON SPRINGS



- COUNTY BOUNDARY LINES

- RESEARCH PARK ARBA

FEBRUARY 19, 2001

RECEIVED

AUG 23 2002

DRAFT 6/18/2002

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the ___ day of _____, 2002, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), The CITY OF SOCIAL CIRCLE, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"),

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the power to acquire and develop land as a site for a research park (a "Research Park Project"); and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, as part of the development process of the Research Park Project, the Authority desires to extend water and wastewater service to the Property; and

WHEREAS, by resolution dated June 26, 2001, the Authority authorized the filing of an application with the Department of Community Affairs (the "DCA") for a Regional Assistance Program (RAP) grant (the "Grant") of \$500,000 in grant funds for project funding for the extension of water and wastewater service to the property;

WHEREAS, the Authority was awarded said Grant on September 17, 2001 and the Grant was accepted by the Authority on October 23, 2001;

WHEREAS, a Special Condition of the Grant requires that prior to drawdown and disbursement of grant funds, the applicant will submit, for DCA approval, evidence that the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and that the project for which the Grant will be used is within the Authority's service area;

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WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the Counties, and the City DO HEREBY AGREE, as follows:

1.

Consistent with the process for revising service delivery strategies set out in the Local Government Services Delivery Strategy Act, O.C.G.A. § 36-70-1 *et seq.*, Morgan County, Newton County, Walton County and the City of Social Circle agree to identify the Authority as the designated provider of water and wastewater service within the Property. The Authority is recognized as the owner of the water and wastewater system within the Property and has the exclusive right to contract for the operation of water and wastewater utilities within the Property. The Authority will fund the operation of the water and wastewater utilities with user fees.

2.

The Authority, the Counties, and the City agree as follows:

- (a) This Contract is entered into in order to satisfy Special Condition 1 of RAP Grant number 02rp-ATH-3-2070, awarding \$500,000 to the Authority.
- (b) This contract shall be effective upon execution by all signatories and shall be for a term of fifty (50) years.
- (c) Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.
- (d) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(e) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

RECEIVED

AUG 23 2002

INTERGOVERNMENTAL CONTRACT

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WITNESSETH:

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WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

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2.

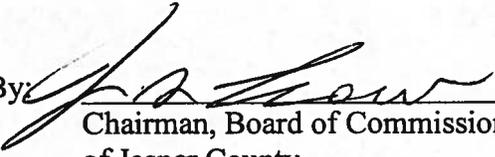
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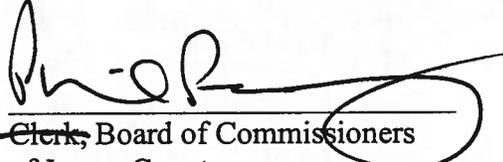
IN WITNESS WHEREOF, the parties, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

JASPER COUNTY, GEORGIA

By: 
Chairman, Board of Commissioners
of Jasper County

(SEAL)

Attest:


~~Clerk~~, Board of Commissioners
of Jasper County
County Administrator

MORGAN COUNTY, GEORGIA

By: *William M. Nolen*
Chairman, Board of Commissioners
of Morgan County



(SEAL)

Attest:

Daniel J. Harris
Clerk, Board of Commissioners
of Morgan County

NEWTON COUNTY, GEORGIA



By: *Chris Uau*
Chairman, Board of Commissioners
of Newton County

Attest:

 Jackie B. Smith
Clerk, Board of Commissioners
of Newton County

WALTON COUNTY, GEORGIA

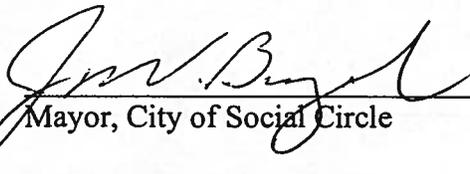
By: Kevin W. Little
Chairman, Board of Commissioners
of Walton County

(SEAL)

Attest:

Leta R. Tamm
Clerk, Board of Commissioners
of Walton County

THE CITY OF SOCIAL CIRCLE, GEORGIA

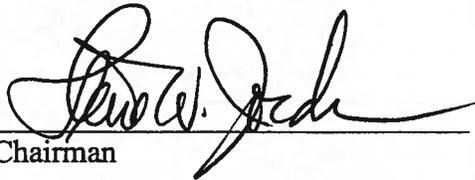
By: 
Mayor, City of Social Circle

(SEAL)

Attest:

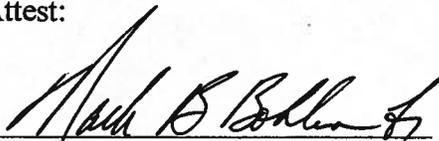

Clerk, City of Social Circle

JOINT DEVELOPMENT AUTHORITY OF
JASPER COUNTY, MORGAN COUNTY,
NEWTON COUNTY AND WALTON COUNTY

By: 
Chairman

(SEAL)

Attest:


Secretary

MORGAN

RECEIVED

AUG 28 2002

RESOLUTION OF
THE CITY OF Rutledge, GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 *et seq.*, the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of _____ County, Georgia that the City of Rutledge supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

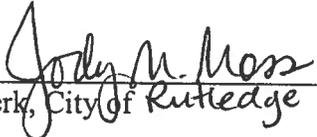
SO RESOLVED this 30th day of July, 2002.

Rutledge, GEORGIA

By: 
Mayor, City of Rutledge

(SEAL)

Attest:


Clerk, City of Rutledge

RECEIVED

AUG 28 2002

MORGAN

RESOLUTION OF
THE CITY OF Madison, GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 *et seq.*, the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Madison, Morgan County, Georgia that the City of Madison supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

SO RESOLVED this 8th day of July, 2002.

Madison, GEORGIA

By: 
Mayor, City of Madison




Clerk, City of Madison

STANTON SPRINGS



- County Boundary Lines

- Research Park Area

FEBRUARY 19, 2001

RECEIVED

AUG 23 2002

DRAFT 6/18/2002

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the _____ day of _____, 2002, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), The CITY OF SOCIAL CIRCLE, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"),

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the power to acquire and develop land as a site for a research park (a "Research Park Project"); and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, as part of the development process of the Research Park Project, the Authority desires to extend water and wastewater service to the Property; and

WHEREAS, by resolution dated June 26, 2001, the Authority authorized the filing of an application with the Department of Community Affairs (the "DCA") for a Regional Assistance Program (RAP) grant (the "Grant") of \$500,000 in grant funds for project funding for the extension of water and wastewater service to the property;

WHEREAS, the Authority was awarded said Grant on September 17, 2001 and the Grant was accepted by the Authority on October 23, 2001;

WHEREAS, a Special Condition of the Grant requires that prior to drawdown and disbursement of grant funds, the applicant will submit, for DCA approval, evidence that the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and that the project for which the Grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 *et seq.*, the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the Counties, and the City DO HEREBY AGREE, as follows:

1.

Consistent with the process for revising service delivery strategies set out in the Local Government Services Delivery Strategy Act, O.C.G.A. § 36-70-1 *et seq.*, Morgan County, Newton County, Walton County and the City of Social Circle agree to identify the Authority as the designated provider of water and wastewater service within the Property. The Authority is recognized as the owner of the water and wastewater system within the Property and has the exclusive right to contract for the operation of water and wastewater utilities within the Property. The Authority will fund the operation of the water and wastewater utilities with user fees.

2.

The Authority, the Counties, and the City agree as follows:

- (a) This Contract is entered into in order to satisfy Special Condition 1 of RAP Grant number 02rp-ATH-3-2070, awarding \$500,000 to the Authority.
- (b) This contract shall be effective upon execution by all signatories and shall be for a term of fifty (50) years.
- (c) Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.
- (d) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(e) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

STATE OF GEORGIA,
COUNTY OF MORGAN:

UTILITIES SERVICES DELIVERY
INTERGOVERNMENTAL CONTRACT

This is an agreement between CITY OF MADISON, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is Bruce E. Gilbert, and whose current Council Members are Barry N. Lurey, Fred Perriman, Clyde Sims, Roy Womack and Lyn Hunt, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Madison Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide, water and sewerage service to all persons and entities under this contract as shown on **Exhibit "A"** attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide water and sewerage service to customers or areas outside of the Madison Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Madison Service Area.

4.

Except as otherwise required by law or this agreement, City shall have no responsibility or obligation to provide water and sewerage service to customers or areas inside the Madison Service Area, and the County shall have no responsibility or obligation to provide water and sewerage service to customers or areas outside the Madison Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except the City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers.

7.

If either party provides service to one or more meters within its own service area, the party so providing service through the initial connection may extend over the boundary if the service lines are wholly within the right-of-way of a party hereto, and there is a separate meter for each customer on that customer's land.

8.

It is the purpose of this agreement that water and sewerage service be provided to all customers in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes while respecting the territorial responsibility for services, as set forth herein and in the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

9.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide water and sewerage service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

10.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that

deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

11.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

12.

The parties shall execute such other and further documents reasonably necessary to fulfill the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

CITY OF MADISON, GEORGIA

(SEAL)

By:

Bruce E. Gilbert
Bruce E. Gilbert, Mayor

Fred Perriman
Fred Perriman, Council Member

Barry N. Lurey
Barry N. Lurey, Council Member

Clyde Sims
Clyde Sims, Council Member

Roy C. Womack
Roy C. Womack, Council Member

Lyn Hunt
Lyn Hunt, Council Member

Attest:

W. David Nunn
W. David Nunn, City Clerk
[AFFIX CITY SEAL]

Signed, sealed and delivered
the date first above written .

in the presence of:

Ronica H. Callahan

Unofficial witness

Shirley M. Russell

Notary Public, Morgan Co., GA
Notary Public, Morgan County, Georgia
My commission expires My Commission Expires April 30, 2000

Date Notarized 10/28/99



**MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)**

By:

Mack B. Bohlen, Sr.
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors
W. Michael Nabors, Vice Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner

J. DeWitt Knight
J. DeWitt Knight, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk
[AFFIX COUNTY SEAL]

Signed, sealed and delivered
the date first above written
in the presence of:

Mack B. Bohlen, Sr.
Unofficial witness

Gene S. Smith
Notary Public, Morgan Co., GA
My commission expires: 10/3/2003

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Roads1

-  1 Interstate
-  2 Federal
-  3 State
-  4 County
-  5 Secondary Co.
-  6 City

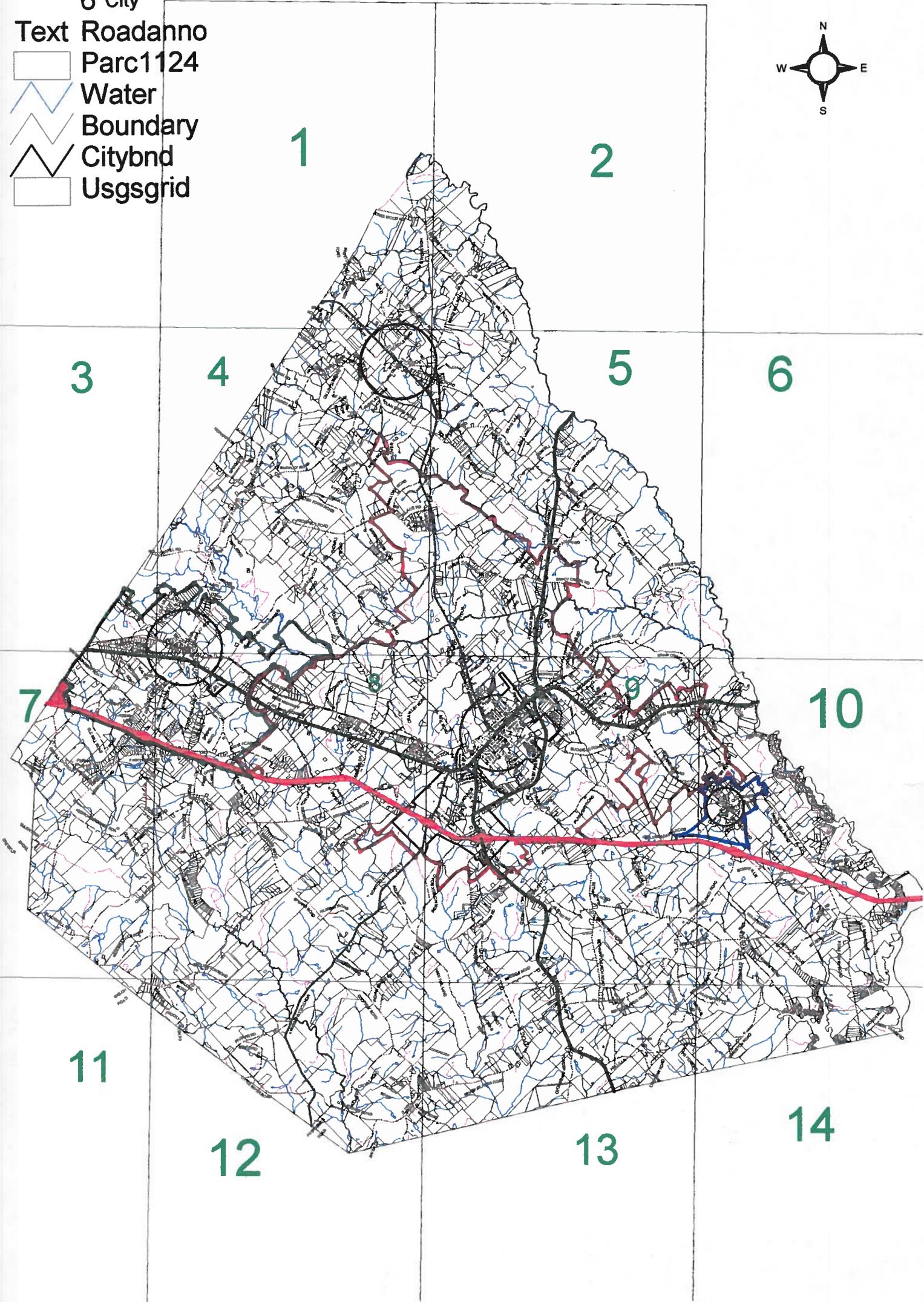
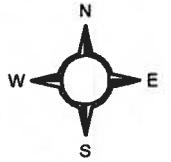
Text Roadanno

-  Parc1124
-  Water
-  Boundary
-  Citybnd
-  Usgsgrid

Morgan County

BOSTWICK-BLACK
 BUCKHEAD-BLUE
 MADISON-RED

RUTLEDGE-GREEN
 SOCIAL CIRCLE-SOLID RED



UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT

G E O R G I A,

MORGAN COUNTY:

This is an agreement between CITY OF RUTLEDGE, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is William C. Spann, III, and whose current Council Members are William H. Dickie, Jr., Lois J. Burns, Michelle Strott and Michael McQuaide, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Rutledge Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide water and sewerage service to all persons and entities under this contract as shown on **Exhibit "A"** attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide water and sewerage service to customers or areas outside of the Rutledge Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Rutledge Service Area.

4.

Except as otherwise required by law or this agreement, City shall have no responsibility or obligation to provide water and sewerage service to customers or

areas inside the Rutledge Service Area, and the County shall have no responsibility or obligation to provide water and sewerage service to customers or areas outside the Rutledge Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County. *SAS must be amended to reflect changes.*

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers. The above provisions shall not apply to any agreements and/or contracts entered into between the City and any State and/or federal agency. Adjustments of arbitrary rates to new justified rates will be completed within two (2) years and no county rate may exceed current County rates unless City rates meet or exceed current County rates. Rate structures for county residents may be reviewed every three years.

7.

This agreement shall be for a period of ten (10) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, or have customer meters or lots to be serviced by an extension of said connecting line, the party so providing service through the initial connection to its trunkline may continue to provide connecting service to the respective lots, if said lines are wholly within the right-of-way maintained by a party hereto, all such lines meet the City's transmission line

standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

9.

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide , water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide , water and sewerage service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party

hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14.

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or because of the operation of the respective systems or the provision of any , water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this agreement is completely executed.

15.

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

CITY OF RUTLEDGE, GEORGIA (SEAL)

By: _____
William C. Spann, III, Mayor

William H. Dickie, Jr., Council
Member

Lois J. Burns, Council Member

Michelle Strott, Council Member

Michael McQuaide, Council Member

Attest: _____
Jo Ann Hyde, City Clerk
[AFFIX CITY SEAL]

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)

By: _____
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors, Vice Chairman

Walter Curtis Butler, Jr.,
Commissioner

J. DeWitt Knight, Commissioner

Thomas H. Bell, Commissioner

Attest: _____
Doris J. Harris, County Clerk
[AFFIX COUNTY SEAL]

By: William C. Spann, III
William C. Spann, III, Mayor

William H. Dickie, Jr.
William H. Dickie, Jr., Council
Member

Lois J. Burns
Lois J. Burns, Council Member

Michelle Strott
Michelle Strott, Council Member

Michael M. McQuaide
Michael McQuaide, Council Member

Attest: Joan Hyde
Jo Ann Hyde, City Clerk
[AFFIX CITY SEAL]

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)

By: _____
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors, Vice Chairman

Walter Curtis Butler, Jr.,
Commissioner

J. DeWitt Knight, Commissioner

Thomas H. Bell, Commissioner

Attest: _____
Doris J. Harris, County Clerk
[AFFIX COUNTY SEAL]

Roads1

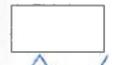
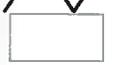
-  1 Interstate
-  2 Federal
-  3 State
-  4 County
-  5 Secondary Co.
-  6 City

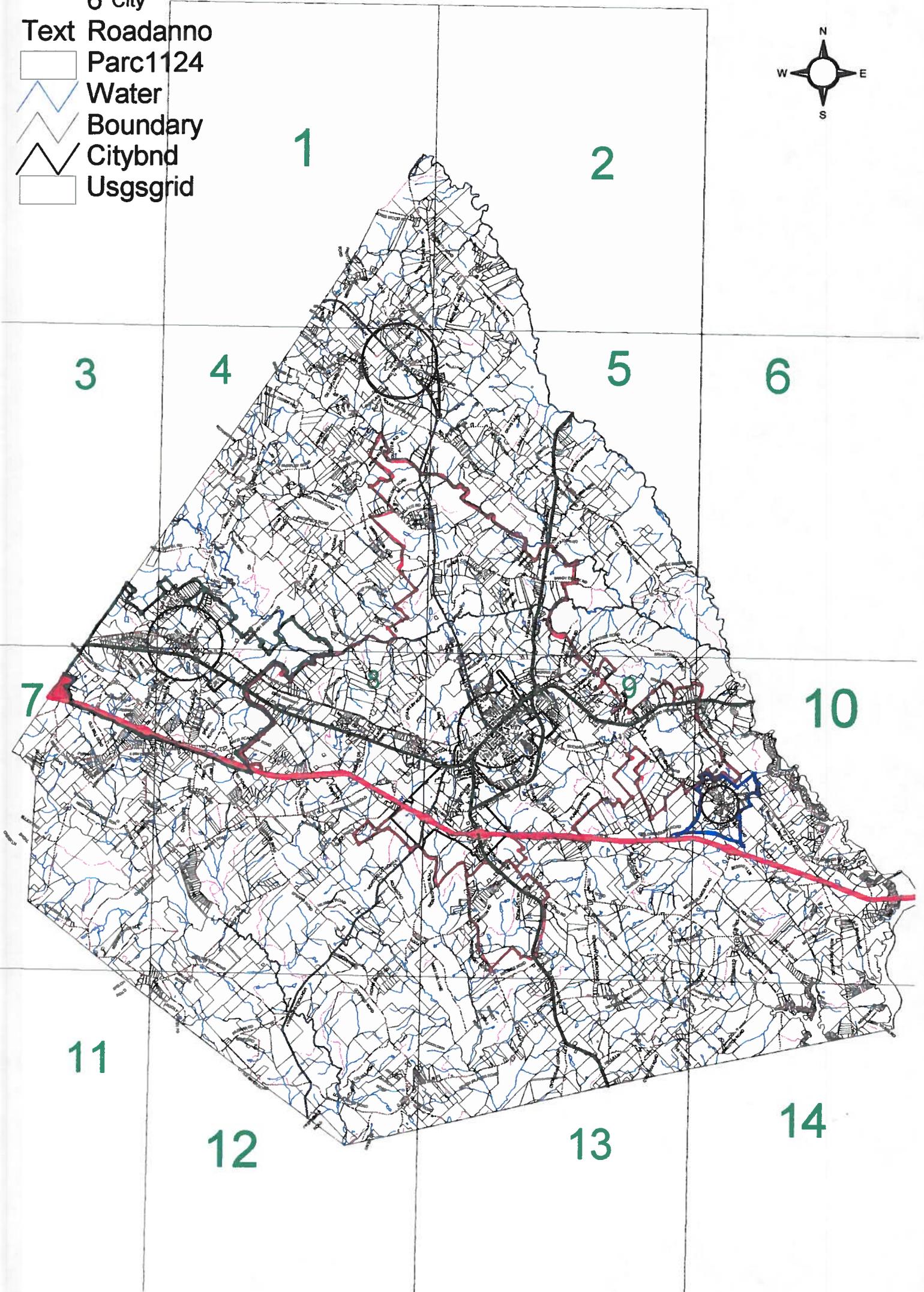
Morgan County

BOSTWICK-BLACK
 BUCKHEAD-BLUE
 MADISON-RED OUTLINE

RUTLEDGE-GREEN
 SOCIAL CIRCLE-SOLID RED

Text Roadanno

-  Parc1124
-  Water
-  Boundary
-  Citybnd
-  Usgsgrid



UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT

GEORGIA,

ONLY

MORGAN COUNTY:

This is an agreement between CITY OF BUCKHEAD, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is Steve Bryant, and whose current Council Members are Charles Bell, Nelson Stewart, Gail Wade and Tim Saye, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective the 2nd day of November, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Buckhead Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide water and sewerage service to all persons and entities under this contract as shown on Exhibit "A" attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide water and sewerage service to customers or areas outside of the Buckhead Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Buckhead Service Area.

4.

Except as otherwise required by law or this agreement, City shall have no responsibility or obligation to provide water and sewerage service to customers or areas inside the Buckhead Service Area, and the County shall have no responsibility or obligation to provide water and sewerage service to customers or areas outside the Buckhead Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that, City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its

incorporated area customers. The above provisions shall not apply to any agreements and/or contracts entered into between the City and any State and/or federal agency or to rate studies by a mutually agreed upon qualified engineer. Adjustments of arbitrary rates to new justified rates will be completed within two (2) years and no county rate may exceed current County rate in less City rates meet or exceed current County rates.

7.

This agreement shall be for a period of twenty-five (25) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, but which lands have customer meters or lots to be serviced by an extension of said connecting line, which lands lie wholly or partially outside the service area, that is, in an area ordinarily serviced by the other party, the party so providing service through the initial connection to its trunkline may continue to provide connecting service to the respective lots, even though this service extends into the service area or contiguous buffer zone (as the case may be) of the other party if said lines are wholly within the right-of-way maintained by a party hereto, all such lines meet the City's transmission line standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

9.

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide water and sewerage

service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14.

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or

because of the operation of the respective systems or the provision of any water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this agreement is completely executed.

15.

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

CITY OF BUCKHEAD, GEORGIA (SEAL)

By: Steve Bryant
Steve Bryant, Mayor

Charles Bell
Charles Bell, Council Member

Nelson Stewart
Nelson Stewart, Council Member

Gail Wade
Gail Wade, Council Member

Tim Saye
Tim Saye, Council Member

Attest:

Janne Bryant
Janne Bryant, City Clerk
[AFFIX CITY SEAL]

MORGAN COUNTY BOARD OF COMMISSIONERS (SEAL)

By: *Mack B. Bohlen, Sr.*
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors
W. Michael Nabors, Vice Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner

J. DeWitt Knight
J. DeWitt Knight, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: *Doris J. Harris*
Doris J. Harris, County Clerk

I:\data\morgan\hb489\buckhead.usd

Roads1

-  1 Interstate
-  2 Federal
-  3 State
-  4 County
-  5 Secondary Co.
-  6 City

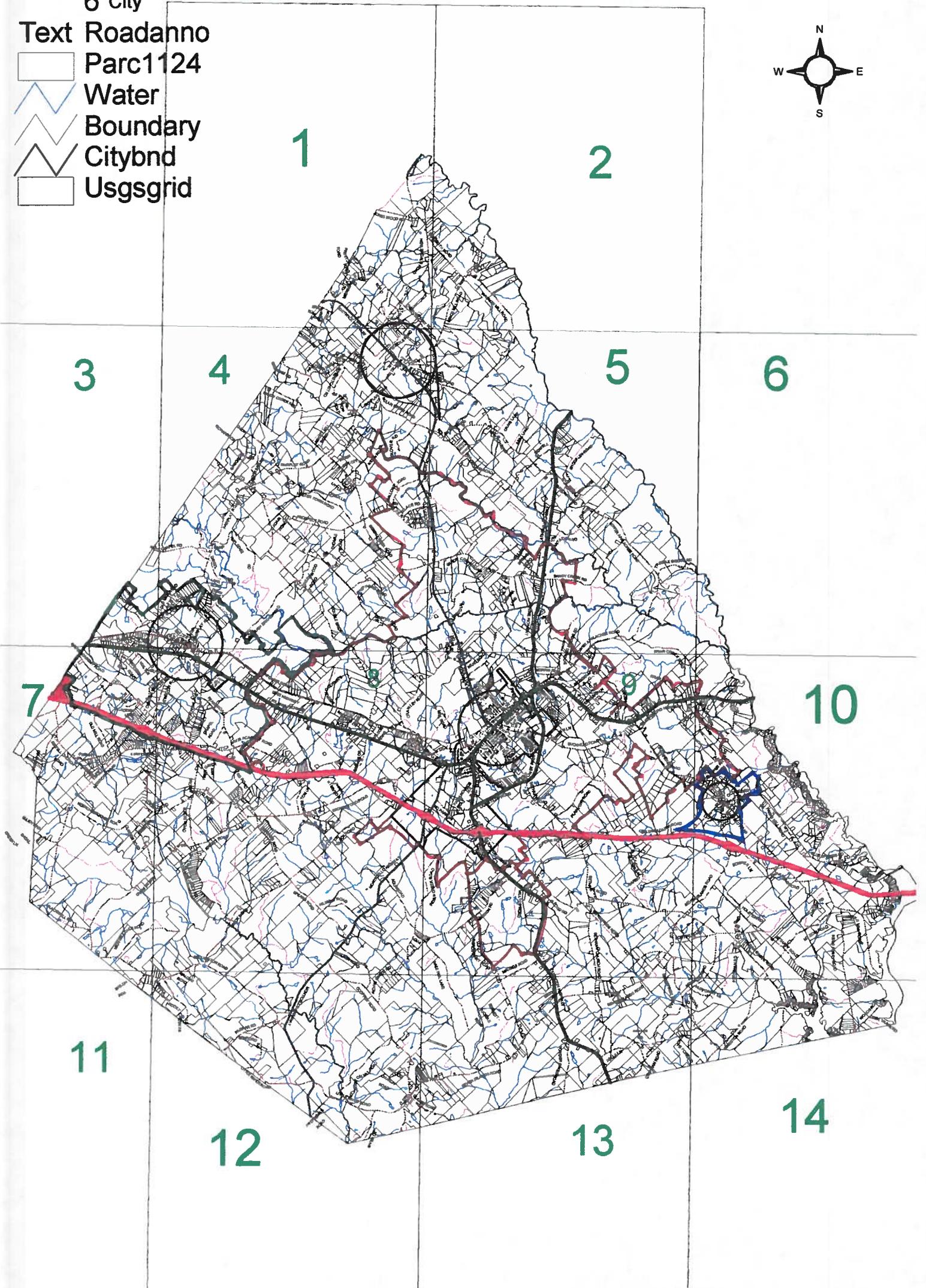
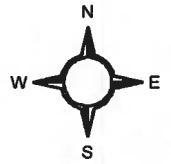
Morgan County

BOSTWICK-BLACK
 BUCKHEAD-BLUE
 MADISON-RED OUTLINE

RUTLEDGE-GREEN
 SOCIAL CIRCLE-SOLID RED

Text Roadanno

-  Parc1124
-  Water
-  Boundary
-  Citybnd
-  Usgsgrid



UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT

G E O R G I A,

MORGAN COUNTY:

This is an agreement between CITY OF SOCIAL CIRCLE, a municipal corporation of Walton County, Georgia ("City"), whose current Mayor is James V. Burgess, and whose current Council Members are Arthur Barrett, Grady Lemonds, Angela M. Porter and Charles B. Peppers, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Social Circle Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide gas, water and sewerage service to all persons and entities under this contract as shown on Exhibit "A" attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide gas, water and sewerage service to customers or areas outside of the Social Circle Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Social Circle Service Area.

4.

Except as otherwise required by law or this agreement, City

shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas inside the Social Circle Service Area, and the County shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas outside the Social Circle Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate gas, water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers. The above provision shall not apply to any agreements and/or contracts entered into between the City and any state and/or federal agency for provision of such services as are designated herein.

7.

This agreement shall be for a period of twenty-five (25) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, but which lands have customer meters or lots to be serviced by an extension of said connecting line, which lands lie wholly or partially outside the service area, that is, in an area ordinarily serviced by the other party, the party so providing service through the initial connection to its trunkline may continue to provide connecting

service to the respective lots, even though this service extends into the service area or contiguous buffer zone (as the case may be) of the other party if said lines are wholly within the right-of-way maintained by a party hereto, all such lines meet the City's transmission line standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

9.

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that gas, water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide gas, water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees

that it will not interfere with the exclusive right of the other party to provide gas, water and sewerage service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14.

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or because of the operation of the respective systems or the provision of any gas, water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this

agreement is completely executed.

15.

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

CITY OF SOCIAL CIRCLE, GEORGIA
(SEAL)

By: *James Y. Burgess*
James Y. Burgess, Mayor

Arthur Barrett
Arthur Barrett, Council Member

Grady B. Lemonds
Grady Lemonds, Council Member

Angela M. Porter
Angela M. Porter, Council Member

Charles B. Peppers
Charles B. Peppers, Council Member

Attest: *Anne S. Peppers*
Anne S. Peppers, City Clerk
[AFFIX CITY SEAL]

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)

By: *Mack B. Bohlen Sr.*
Mack B. Bohlen, Sr., Chairman

W. Michael Nabors
W. Michael Nabors, Vice Chairman

Walter Curtis Butler Jr.
Walter Curtis Butler, Jr.,
Commissioner

J. DeWitt Knight
J. DeWitt Knight, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: *Doris J. Harris*
Doris J. Harris, County Clerk

Morgan County

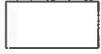
Roads1

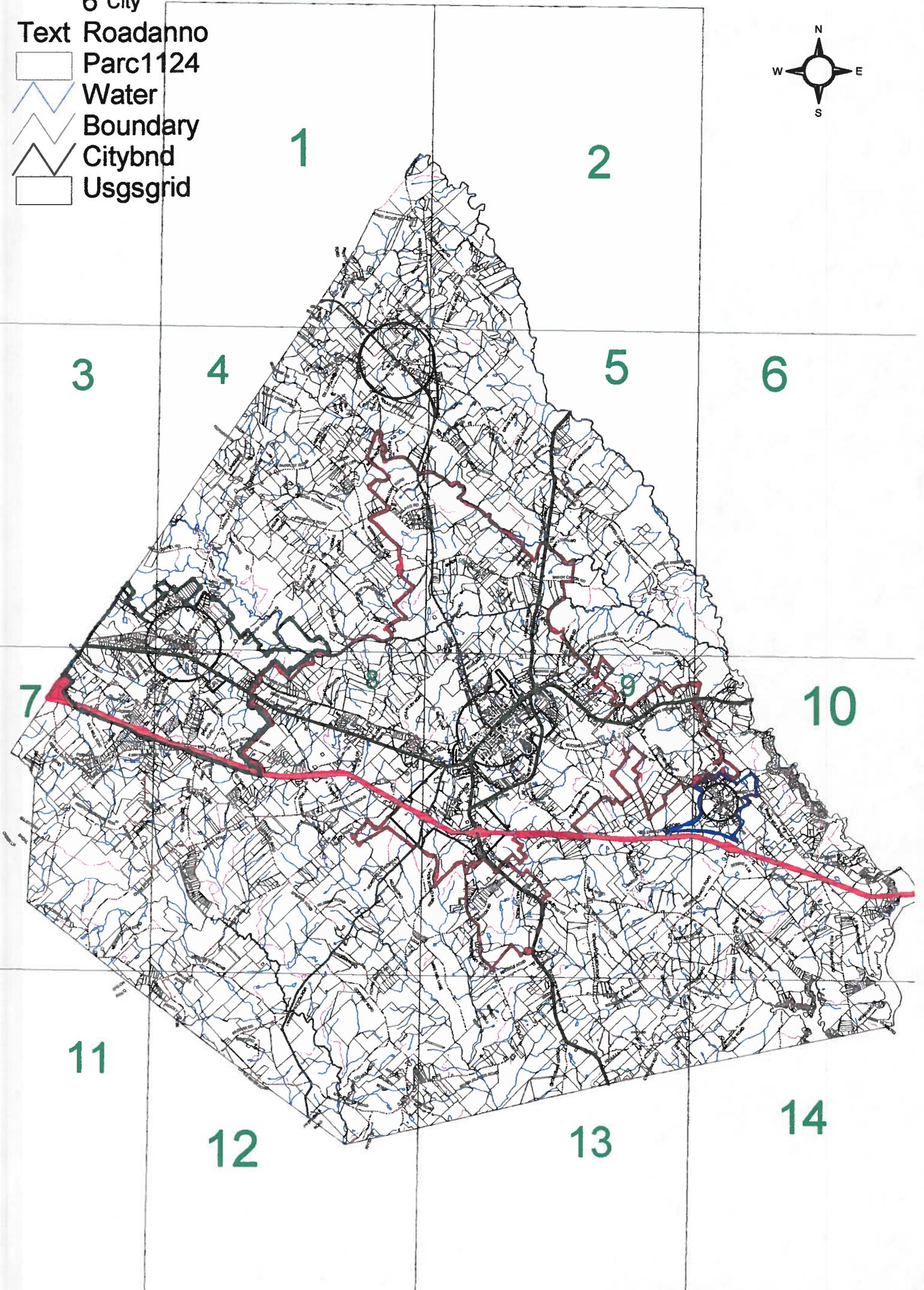
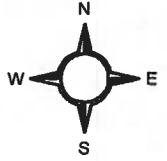
-  1 Interstate
-  2 Federal
-  3 State
-  4 County
-  5 Secondary Co.
-  6 City

BUCKHEAD-BLUE
MADISON-RED OUTLINE
BOSTWICK-BLACK

RUTLEDGE-GREEN
SOCIAL CIRCLE-SOLID RED

Text Roadanno

-  Parc1124
-  Water
-  Boundary
-  Citybnd
-  Usgsgrid



UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT

G E O R G I A,

MORGAN COUNTY:

This is an agreement between CITY OF BOSTWICK, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is W. David Nunn, and whose current Council Members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whittaker, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Bostwick Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide gas, water and sewerage service to all persons and entities under this contract as shown on Exhibit "A" attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide gas, water and sewerage service to customers or areas outside of the Bostwick Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Bostwick Service Area.

4.

Except as otherwise required by law or this agreement, City

shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas inside the Bostwick Service Area, and the County shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas outside the Bostwick Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate gas, water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers.

7.

This agreement shall be for a period of twenty-five (25) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, but which lands have customer meters or lots to be serviced by an extension of said connecting line, which lands lie wholly or partially outside the service area, that is, in an area ordinarily serviced by the other party, the party so providing service through the initial connection to its trunkline may continue to provide connecting service to the respective lots, even though this service extends into the service area or contiguous buffer zone (as the case may be) of the other party if said lines are wholly within the right-

of-way maintained by a party hereto, all such lines meet the City's transmission line standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

9.

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that gas, water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide gas, water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide gas, water and sewerage service within the service area of the other, nor will it enter into competition in

this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14.

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or because of the operation of the respective systems or the provision of any gas, water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this agreement is completely executed.

15.

The parties shall execute such other and further documents

as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

CITY OF BOSTWICK, GEORGIA (SEAL)

By: W. David Nunn
W. David Nunn, Mayor
Troy Dobbs
Troy Dobbs, Council Member
Joe Kidd
Joe Kidd, Council Member
Marvin Ruark
Marvin Ruark, Council Member
- NOT PRESENT -
June Whittaker, Council Member

Attest: Debbie Bridges
Debbie Bridges, City Clerk
[AFFIX CITY SEAL]

MORGAN COUNTY BOARD OF COMMISSIONERS (SEAL)

By: Mack B. Bohlen, Sr.
Mack B. Bohlen, Sr., Chairman
W. Michael Nabors
W. Michael Nabors, Vice Chairman
Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr., Commissioner
J. DeWitt Knight
J. DeWitt Knight, Commissioner
Thomas H. Bell
Thomas H. Bell, Commissioner

Attest: Doris J. Harris
Doris J. Harris, County Clerk

Roads1

-  1 Interstate
-  2 Federal
-  3 State
-  4 County
-  5 Secondary Co.
-  6 City

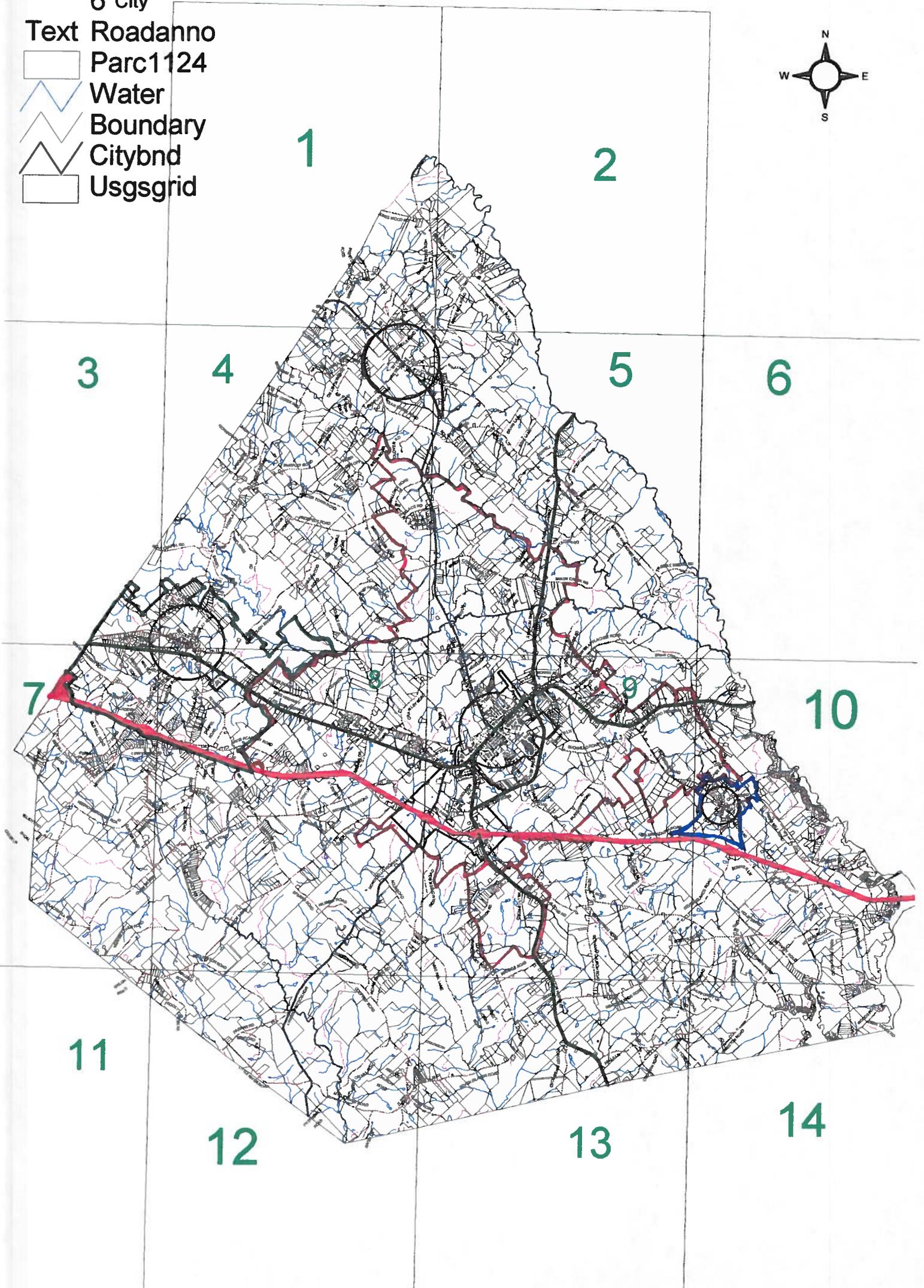
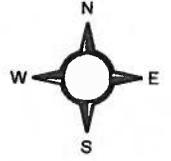
Morgan County

BUCKHEAD-BLUE
MADISON-RED OUTLINE
BOSTWICK-BLACK

RUTLEDGE-GREEN
SOCIAL CIRCLE-SOLID RED

Text Roadanno

-  Parc1124
-  Water
-  Boundary
-  Citybnd
-  Usgsgrid



STATE OF GEORGIA,
COUNTY OF MORGAN.

AGREEMENT

THIS AGREEMENT is made this 3RD day of September, 1996 between the MORGAN COUNTY BOARD OF COMMISSIONERS (County), whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Mack Bohlen and DeWitt Knight, and the CITY OF MADISON, an incorporated municipality, by and through its Mayor and Council, whose current Mayor is Bruce E. Gilbert, and whose current council members are Barry Lurey, R. D. Crawford, Fred Perriman, Roy C. Womack and Clyde Sims, (City).

WHEREAS, under the Georgia Constitution, particularly Article IX, Section III, thereof, and under the laws of the State of Georgia, the County, through the Authority, is authorized to expend SPLOST money under O.C.G.A. §48-8-111(a)(1)(D) to install water lines in Morgan County, Georgia to serve the citizens of said County; and

WHEREAS, under the Constitution and laws of the State of Georgia, the City is authorized to accept ownership of, operate and maintain said water line system; and

WHEREAS, the parties are authorized under law to execute this contract, as such contract will benefit the citizens of Morgan County and Madison; and

NOW, THEREFORE, in consideration of these premises, the parties hereby agree as follows:

1. PROJECT. The County shall construct a water line project (Project), the location of which is marked on the map attached hereto as Exhibit "A". The purpose of the Project is to install new water lines and fire hydrants in Morgan County for the use of the citizens thereof. Upon completion of the Project an exhibit will be prepared showing where all new water lines

have been installed. This exhibit shall be made a part of this agreement by amendment executed by both parties. This agreement, and any amendments thereto, may only be subsequently modified by agreement by both parties in writing. The Project shall be timely commenced, but only after a favorable vote by the qualified voters of Morgan County on the imposition of a Special Local Option Sales Tax, as described in the notice within the Resolution attached hereto as Exhibit "B". In the event of an unfavorable vote, this agreement may be cancelled by either party.

2. ALLOCATION OF FUNDS: The tax proceeds shall be allocated solely to the County for the parties' joint benefit in construction of the Project.

3. INITIAL COST: County shall expend capital, labor, material, and equipment in the construction of the Project in an amount no more than collections under the Special Local Option Sales Tax, which collections shall not exceed \$1,500,000.00. It is a reasonable expectation of the parties that upon the expenditure of \$1,500,000.00 by County, the Project will result in the construction of 25 to 35 miles of new water lines in Morgan County. However, County cannot guarantee that 25 to 35 miles of new water lines will be constructed. At the time County reaches its maximum expenditure level under the SPLOST, or on November 5, 2001, whichever shall first occur, the County's obligations hereunder shall cease.

4. ACCEPTANCE OF WATER LINES BY THE CITY: Upon certification by the hereinafter described engineer that the subject water lines have been properly installed, the City shall accept ownership of said lines. The City shall then be responsible for all reasonably necessary operation, maintenance

and billing associated with its ownership of the water lines. County shall have no further involvement in the water line project at the time the City accepts said water lines.

5. RECORDS: County shall keep complete records of expenses related to the construction of the new water lines. County shall prepare a quarterly written report to be submitted to the City within 30 days following the reported quarter.

6. PIPES, FITTINGS AND FIRE HYDRANTS: County shall supply all pipes, fittings, fire hydrants and other materials required for the Project, contingent upon receipt of necessary funds under the Special Local Option Sales Tax. Such other materials may include concrete, grass seed, rock, dirt and ductile lining.

7. EQUIPMENT AND TOOLS: County shall supply all equipment and tools for the Project. These may wear out during the Project, and County shall be entitled to purchase replacement tools and equipment using SPLOST funds.

8. LABOR OF COUNTY: County shall provide all labor necessary for the completion of the Project. The labor shall be performed under the supervision and control of an engineer agreed upon by the parties in writing, as set forth hereinafter. Labor shall include laying pipe, road boring, dirt hauling, repairing erosion damage and surveying.

9. ENGINEER: County shall retain an engineering firm approved, in writing, by City to oversee and manage the Project. The engineer shall be an independent contractor of the County. The Engineer shall have complete control of all aspects of the Project, including the power to give orders and directions to all persons involved in the Project. Engineer shall be paid by the

County, using the SPLOST funds received under the above-referenced Resolution.

10. INSPECTIONS: The Engineer will inspect the Project. The Engineer shall have complete discretion as to the time and extent of inspections as long as Engineer makes inspections frequently enough to protect County and City against defects or mistakes in construction. City may make any additional inspections it deems necessary. ~~The City may increase its inspections to diminish the need for inspections by the Engineer in the interest of limiting the expense of Engineering fees.~~

11. INDIVIDUAL CONNECTIONS: This agreement does not contemplate the County's responsibility to provide individual connections to subdivisions, residences, businesses and/or any property owner. The County's responsibility is limited to installing water pipes and fire hydrants along the road right-of-way.

12. COUNTY AND CITY RULES AND POLICIES: Nothing in this agreement shall affect any rules or policies of the County or City regulating water line connections and/or fees charged to entities who request connection. City will charge its usual rates for residents of unincorporated Morgan County.

13. FIRE HYDRANTS: County shall install fire hydrants at locations agreed upon by City and County, and approved by the Engineer. This installation obligation, as with all other obligations of County under this agreement, shall be contingent upon receipt of sufficient funds under the Special Local Option Sales Tax. The installation of fire hydrants as described above shall provide sufficient fire hydrant density for the fire protection needs in the area served by the new water lines.

14. EASEMENTS: In obtaining necessary easements from land owners, both parties shall jointly negotiate the procurement of easements. Any payment required to obtain such easement will be paid using the SPLOST funds discussed above.

15. EMINENT DOMAIN: County may exercise the power of Eminent Domain, if necessary, to acquire property for the Project. County shall negotiate right-of-way disputes with uncooperative land owners. Any payments made, by Court order or otherwise, shall be paid using the SPLOST funds designated for the Project.

16. LIABILITY. Should any action, occurrence, incident or event result in the threat of liability or actual liability imposed upon parties hereto, the parties hereto shall make all reasonable efforts to cooperate in conducting a joint defense.

17. FUTURE PROJECTS. The parties hereto shall negotiate in good faith to enter into any contemplated projects in the future that will benefit the citizens of Morgan County and the City of Madison.

18. INTERRUPTION OF SERVICE. The City shall maintain the lines in a reasonable manner consistent with the normal operating standards and good engineering practices of similar operations of this type and nature. The City shall make every reasonable effort to prevent interruptions of service and shall take every reasonable step to restore service if an interruption does occur. It is understood that occasional failures to equipment, pressure losses, leaks, power failures and other situations may render it impractical or impossible for service to be continued or for reasonable water flow to be maintained until the cause of the interruption can be remedied or repaired.

19. FORCE MAJEURE. In case by reason of force majeure, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military County, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines on pipe lines, or any other causes outside the party's control which prevent performance under this agreement.

20. SUCCESSORS IN OFFICE. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in office, and shall continue for 50 years from the date of execution hereof.

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

full at length every time it is referred to or otherwise mentioned.

22. INSURANCE: The parties agree to maintain insurance coverage in accordance with the laws of the state of Georgia.

23. NOTICES. All notice, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notice, requests, demands or other communications required or permitted to be given hereunder by such party.

TO COUNTY: Charles E. Rosebrough
County Manager
P. O. Box 169
Madison, Georgia 30650

TO CITY: Charles Young, City Manager
City of Madison
P. O. Box 32
Madison, Georgia 30650

24. TIME. Time is and shall be of the essence in this Agreement.

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

26. DISPUTES AND CONTROVERSIES. The parties hereto acknowledge that they are entering into a long-term Agreement with many possible difficulties that will be encountered in the future which cannot now be foreseen or provided for adequately in this Agreement, and that this Agreement will possibly require modification or supplementation in the future as circumstances may require, and that there may arise situations in which the termination of this Agreement would not be practical or equitable, and when no other practical or equitable remedy would be available to the parties hereto except that of equitable reformation of this Agreement. Therefore, the parties hereto agree that should the need for litigation arise, a Judge of the Ocmulgee Judicial Circuit or a Judge of a Superior Court of the state of Georgia to whom the case is assigned if no judge from the Ocmulgee Judicial Circuit will hear such dispute, shall decide any controversy or dispute of any kind or nature whatsoever concerning any provisions of this Agreement, and shall further decide any matter not otherwise provided for in this Agreement concerning the relationship of the parties hereto under the terms of this Agreement. The parties expressly waive their right to a jury trial on any and all issues which may arise in

such controversy or dispute.

27. SEVERABILITY. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.

28. ENTIRE AGREEMENT. This Agreement embodies and sets forth all the provisions, agreements and understandings among the parties relative to the construction and maintenance of the project and all related activities.

29. MODIFICATION. No subsequent alteration, amendment, modification, change or addition to this Agreement or exhibits thereto shall be binding upon the parties hereto unless the same is reduced to writing and signed by all the parties to this Agreement.

30. WAIVER. No delay or omission of any party to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any covenant contained in this Agreement shall be breached by any party and thereafter waived by the other parties, such waiver

shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

31. Authority. By execution of this Agreement, each of the parties hereto warrants, represents and covenants that the same has been properly and legally approved and the persons executing this Agreement have the Authority to do so.

IN WITNESS WHEREOF, the parties hereto, have hereunto executed this Agreement in duplicate original effective as of the day and year first above written.

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)

By: *Henry G. Carson*
Henry G. Carson, Chairman

S. J. Saffold Jr.
S. J. Saffold, Jr., Vice Chairman

Walter Curtis Butler, Jr.
Walter Curtis Butler, Jr.,
Commissioner

Mack B. Bohlen Jr.
Mack Bohlen, Commissioner

Dewitt Knight
Dewitt Knight, Commissioner

Attest: *Doris Harris*
Doris Harris, County Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Jane J. Laster
Unofficial Witness

[Signature]
Notary Public, Morgan Co., GA
My Commission Expires: 10-24-97

Notary Public, Morgan County, Georgia
My Commission Expires Oct. 24, 1997
Date Notarized 9-3-96

CITY OF MADISON, GEORGIA (SEAL)

By:

B. E. Gilbert
Bruce E. Gilbert, Mayor

Barry N. Lurey
Barry N. Lurey, Council Member

R. D. Crawford
R. D. Crawford, Council Member

Fred Perriman
Fred Perriman, Council Member

Roy C. Womack
Roy C. Womack, Council Member

Clyde Sims
Clyde Sims, Council Member

Attest:

W. D. Nunn
W. David Nunn, City Clerk

Signed, sealed and delivered
the date first above written
in the presence of:

Lisa M. Schult
Unofficial witness

Philip M. Russell

Notary Public, Morgan County, Georgia

My commission expires: My Commission Expires April 30, 2000

I:\DATA\MADISON\WATER.L12

Date Notarized: 09/04/96



**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: MORGAN COUNTY Service: ZONING ADMINISTRATION

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

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

Local Government or Authority	Funding Method
Morgan County	General Fund, User Permit Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County – All Cities	October 1, 1999
Morgan County	Zoning Ordinance	October 7, 1997
Bostwick	Zoning Ordinance	February 16, 1987
Buckhead	Zoning Ordinance	January 10, 1989
Madison	Zoning Ordinance	August 10, 1998
Rutledge	Zoning Ordinance	October 7, 1997

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?

Morgan County Zoning Ordinance, October 7, 1997. Bostwick Zoning Ordinance, February 16, 1987. Buckhead Zoning Ordinance, January 10, 1989. Madison Zoning Ordinance, August 10, 1998. Rutledge Zoning Ordinance, October 7, 1997.

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: ZONING ADMINISTRATION

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides the processing of Rezoning, Special Use and Variance Applications/Requests to the unincorporated area of the county and to the cities of Bostwick, Buckhead, Madison, and Rutledge.

All cities decide cases involving rezoning, special use and variance public hearings. City of Madison provides it's own Zoning Administration and prepares information for Planning and Zoning Commission hearing.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999.

MORGAN COUNTY

By: Mark B. Godwin

Title: CHAIRMAN, BOE

Attest: Mark B. Craig

CITY OF MADISON

By: Ben G. Gault

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: W. W. W.

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: Shirley C. Spear

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig

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: MORGAN COUNTY Service: ZONING ENFORCEMENT

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

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
No Change

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Cities	October 1, 1999

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?

Morgan County Zoning Ordinance, October 7, 1997.

7. Person completing form: Mark B. Craig

Phone number: (706) 342-0725 Date completed: October 1, 1999

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 AGREEMENT

Service: ZONING ENFORCEMENT

Parties: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

Morgan County provides Zoning Enforcement to the unincorporated area of the County and to the cities of Bostwick, Buckhead, and Rutledge.

Each governing city has the authority to decide cases involving rezoning, special use and variance at advertised public hearings and to enforce their Zoning Ordinances.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of NOVEMBER, 1999.

MORGAN COUNTY

By: Mark B. Collett

Title: CHAIRMAN, BEC

Attest: Mark B. Craig

CITY OF MADISON

By: Bob Stutz

Title: MAYOR

Attest: Mark B. Craig

CITY OF BOSTWICK

By: W. K. M.

Title: MAYOR

Attest: Mark B. Craig

CITY OF RUTLEDGE

By: William C. Spence

Title: MAYOR

Attest: Mark B. Craig

CITY OF BUCKHEAD

By: Steve Bryant

Title: MAYOR

Attest: Mark B. Craig



SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

PAGE 3

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: **MORGAN**

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

None, since County has joint Planning & Zoning Commission, Joint Comprehensive Plan prior to HB489.

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:

Dispute resolution agreement with all cities and utility service delivery agreements with each city.

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.

Cities and counties discussed differences, drew up an agreement that crosswalked like zoning areas of county and city and agreed to crosswalk table as part of agreement attached.

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?

See Attached Utility Service Delivery Agreement. Water Authority is inactive.

5. Person completing form: **Mark B. Craig**

Phone number: **(706) 342-0725**

Date completed: **October 1, 1999**

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

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

JOINT COUNTY MUNICIPALITY LAND USE CLASSIFICATION DISPUTE RESOLUTION PROCESS

The Board of Commissioners of Morgan County, Georgia and the Governing Authority of each of the municipalities within Morgan County ("County") have agreed to adopt the following Joint County Municipality Land Use Classification Dispute Resolution Process to resolve and use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county.

A. Notice of Proposed Annexation and Proposed Land Use Classification.

1. When a municipality initiates a legislative annexation or accepts a Petition for Annexation under any statutory method, it will notify the Morgan County Board of Commissioners in writing of the proposed annexation in the manner required by law pursuant to O.C.G.A. §36-36-1 et seq. and will include in the notification any proposed rezoning of the annexed property.
2. In order to minimize potential land use conflicts in cases of annexation, it is the policy of each municipality within the county that, when property located in Morgan County is annexed the property will be classified under the municipality's zoning ordinance for that classification that is most similar to the zoning classification placed on the property by Morgan County. To facilitate this policy, tables of corresponding zoning classifications shall be agreed upon by resolution from time to time by Morgan County and each municipality to which they apply. Those tables are made a part of this process by reference.
3. When a rezoning application is filed by any property owner or any other person who is permitted by law to apply for a rezoning or when a rezoning is proposed by the Municipality for property that has been annexed within eighteen (18) months of the effective date of an annexation of the property, the Municipality shall provide the County

written notice of the proposed rezoning by certified mail return receipt requested, within five (5) days of the filing of the application of rezoning or notice of a proposed rezoning by the Municipality.

4. The Morgan County Board of Commissioners shall have thirty (30) days from receipt of the written notice of the proposed rezoning to serve the Municipality with its written objection to the proposed rezoning of the property, by certified mail, return receipt requested. If the County objects, the matter is immediately forwarded to the Planning and Zoning Commission for a decision. The decision is presented to the Board of Commissioners and City Council for a decision. If a disagreement persists, informal negotiations will commence.

B. Informal Negotiation.

1. If both Municipality and County do not agree with each other on the Planning and Zoning Commission's decision, then informal negotiations begin. The City Council of the Municipality and Board of Commissioners of Morgan County may appoint a committee to meet to discuss the proposed rezoning informally. After Morgan County Planning & Zoning Commission renders its report and the Municipality or County disagrees with its findings, the County's Board of Commissioners and the City Council of the Municipality shall have five (5) days to notify the County of its representatives. The Municipality and the County may each appoint no more than three representatives to the Committee to meet to discuss the issues raised by the County in an effort to reach a solution that is advantageous to both parties. The informal committee meeting shall be scheduled within ten (10) days of the appointment of the committee representatives.
2. The committee may, by mutual agreement, invite the Northeast Georgia Regional Development Center to assist as a facilitator in the discussions.

3. The committee may, by mutual agreement, invite other interested parties, such as the affected property owners, to participate in the discussions but only the representatives shall vote.
4. If the committee representatives reach a potential resolution of the dispute, the representatives shall make recommendations to their respective governing bodies that the proposed resolution be accepted and officially adopted. If either of the governing bodies reject the proposed resolution, they shall notify their committee representatives to request they begin the formal mediation process.
5. If the committee representatives determine that they will be unable to reach a potential resolution of the dispute, the representatives shall report that fact to their respective governing bodies and request that they begin the formal mediation process.

C. Formal Mediation.

1. Within fourteen (14) days of receipt of the report by the committee that a resolution of the dispute was not reached, a representative of the Municipality and County shall contact the Northeast Georgia Regional Development Center for assistance in scheduling a formal mediation.
2. The Northeast Georgia Regional Development Center shall assist the Municipality and County in the selection of a mediator acceptable to both parties.
3. The cost for the mediation will be borne by each of the parties per capita.
4. The mediation should be scheduled as expeditiously as possible but no later than thirty (30) days from the issuance of the committee report to the Municipality and the County or the rejection of the proposed resolution submitted by the committee by one or both of the governing authorities.
5. The City Council and the Board of Commissioners shall appoint no more than three representatives to participate in the mediation.

6. The Municipality and the County may, by mutual agreement, invite other interested parties such as the affected property owners, to participate in the mediation discussions but only the representatives have a vote.
7. If the representatives reach a proposed agreement, the mediator shall make a report to each of the governing bodies for action.
8. If the representative cannot reach a proposed agreement, the mediator will make a report to each of the governing bodies.

D. Notification of Proposed Land Use Changes

1. Zones of influence are recognized for each of the governing bodies within the county. The zones extend for two thousand (2000) feet from the city boundaries, both from the city boundary outward into Morgan County and from the city boundary inward. It is declared that each government has an interest in being informed of and having an opportunity to comment on proposed land use changes within those zones.
2. When a petition for rezoning or variance from development regulations is received by Morgan County Board of Commissioners and any County Municipality for property any portion of which lies within another jurisdiction's zone or influence, the petitioned government shall notify the affected Commission or Council by certified mail, return receipt requested. The notification shall at a minimum, identify the affected property, describe the rezoning or variance requested, state the date of any public hearing to be held on the proposed change and state the date by which comments must be received to assure consideration in the rezoning or variance process.
3. The affected government may make written or oral comments on the proposed land use change. The government acting on the petition shall take the comments received into consideration in making its final decision.

APPROVED AND ADOPTED this 16 day of June 1998.

MORGAN COUNTY BOARD OF COMMISSIONERS

By: Mack B. Bohlen Sr.
Mack B. Bohlen, Sr., Chairman

Walter Curtis Butler Jr.
Walter Curtis Butler, Jr., Vice-Chairman

J. DeWitt Knight
J. DeWitt Knight, Commissioner

W. Michael Nabors
W. Michael Nabors, Commissioner

Thomas H. Bell
Thomas H. Bell, Commissioner

Doris J. Harris
Attest: Doris J. Harris, County Clerk

CITY OF MADISON, GEORGIA

By: Bruce E. Gilbert
Bruce E. Gilbert, Mayor

Robert D. Crawford
Robert D. Crawford, Councilman

Barry N. Lurey
Barry N. Lurey, Councilman

Fred Perriman
Fred Perriman, Councilman

Glyde Sims
Glyde Sims, Councilman

Roy C. Womack
Roy C. Womack, Councilman

Attest: William David Nunn
William David Nunn, City Clerk

CITY OF BOSTWICK, GEORGIA

By: William Nunn
William David Nunn, Mayor

Troy Dobbs
Troy Dobbs, Councilman

Joe Kidd
Joe Kidd, Councilman

Marvin Ruark
Marvin Ruark, Councilman

Jane Whittaker
Jane Whittaker, Councilman

Attest: Joanna Boles
Joanna Boles, City Clerk

CITY OF BUCKHEAD, GEORGIA

By: Steve Bryant
Steve Bryant, Mayor

Nelson Stewart
Nelson Stewart, Councilman

Charles Bell
Charles Bell, Councilman

Gail Wade
Gail Wade, Councilman

~~Martha Nunnally, Councilman~~

Attest: JoAnn Bryant
JoAnn Bryant, City Clerk

CITY OF RUTLEDGE, GEORGIA

By: Deleon N. Ray
Deleon N. Ray, Mayor

Lois J. Burns
Lois J. Burns, Councilman

William H. Dickie, Jr.
William H. Dickie, Jr., Councilman

Zonna Lanier
Zonna Lanier, Councilman

Bobby D. Rector
Bobby D. Rector, Councilman

By: Hazel Colner
Hazel Colner, City Clerk

Morgan County annex into the City of Madison

Morgan County Zoning

AG -- 217,800 sqft -- 5 Acres
AR -- 87,120 sqft -- 2 Acres
AC -- 40,000 sqft
R-1 -- 43,560 -- 1 Acre
R-2 -- 43,560 -- 1 Acre Single Family
R-2 -- 21,780 -- 1/2 Acre Two Family
R-3 -- 43,560 -- 1 Acre Multi Family

R-4 -- Mobile Home Park
Follow 10.2.1 regulations for Mobile Home Park

C-1
C-2
C-3
M-1
M-2
OI
PUD
LR-1
LR-2
LR-3
L-M
L-P -- Lakeshore Park

City of Madison Zoning

A -- 2 Acres
A -- 2 Acres
C-2 -- 7000 sqft
R1A -- 15,000 sqft --1/3 Acre
R2 -- 10,000 sqft -- 1/4 Acre Single Family
R2 -- 10,000 sqft -- Two Family 5000 sqft per family
R2 -- 10,000 sqft -- Multi Family, 5000 sqft per family

R-3 -- Mobile Home Park
Follow 11.1 regulations for Mobile Home Parks

C-1
C-2
C-3
M-1
M-1
P -- Professional District
R-1A
R-1A
R-1A
R-1A
C-1
A

Morgan County annex into the City of Bostwick

Morgan County Zoning

City of Bostwick Zoning

AG -- 5 Acres

A -- 1.25 Acres

AR -- 2 Acres

A -- 1.25 Acres

AC

C-1

R-1

A

R-2

A

R-3

R-3

R-4

R-4

C-1

C-1

C-2

C-2

C-3

C-2

M-1

M-1

M-2

M-2

O-I

C-1

LR-1

R-1

LR-2

R-1

LR-3

R-1

L-M

C-1

L-P (LAKESHORE PARK)

N/A

PUD

R-1

Morgan County annex into the City of Rutledge

<u>Morgan County Zoning</u>	<u>City of Rutledge Zoning</u>
AG	A
AR	A
AC	C-1
R-1	A
R-2	R-1
R-3 Multi Family	R-3
R-4 Mobile Home Park	MHP
C-1	B-1
C-2	B-2
M-1	M
M-2	M
OI	C-1
PUD	PUD
LR-1	R-1
LR-2	R-1
LR-3	R-1
L-M	C-1
L-P Lakeshore Park	N/A

Morgan County annex into the City of Buckhead

Morgan County Zoning

City of Buckhead Zoning

AG	A-1
AR	A-1
AC	C-1
R-1	A-1
R-2	A
R-3 -- Multi Family	R-3 -- Multi Family
R-4	R-4
C-1	C-1
C-2	C-2
C-3	C-2
M-1	M-1
OI	PU
LR-1	R-1
LR-2	R-1
LR-3	R-1
L-M	C-1
L-P Lakeshore Park	A-1
PUD	R-1



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 MORGAN 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));
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)); and
5. The process(es) for resolving land use disputes arising over annexation were established by the July 1, 1998 deadline (O.C.G.A. 36-70-24(4)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Mack B. Bohlen, Sr.	Chairman, Board of Commissioners	Morgan County	2 Nov 99
	David Nunn	Mayor	City of Bostwick	2 Nov 99
	Steve Bryant	Mayor	City of Buckhead	2 Nov 99
	Bruce Gilbert	Mayor	City of Madison	2 Nov 99
	William C. Spann, III	Mayor	City of Rutledge	2 Nov 99