

INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002)

THIS INTERGOVERNMENTAL CONTRACT, sometimes referred to herein as "Intergovernmental Contract", made and entered into effective the 17th day of September 2002, by and between the City of Waycross, herein after referred to as "City", and Ware County Georgia, herein after referred to as "County",

WITNESSETH:

WHEREAS, on September 17, 2002 City and County each acting by and through its duly elected governing body adopted and approved. "A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA AND THE BOARD OF COMMISSIONERS OF WARE COUNTY, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO *O.C.G.A* SECTIONS 48-8-80 THROUGH 48-8-95, INCLUSIVE; (2) TO AMEND THE SERVICE DELIVERY STRATEGY; AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY; (4) TO ADDRESS TAX INEQUITY BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY; AND FOR OTHER PURPOSES." (the "Joint Resolution"); and

WHEREAS, pursuant to the Joint Resolution City and County have agreed to make adjustments in the Local Option Sales Tax Allocation and Distribution, and to shift to County certain services and all of the funding responsibilities therefor; and

WHEREAS, pursuant to the Joint Resolution, from and after July 1, 2003, County is to assume all of the funding and be responsible for animal control services throughout Ware County, both in the incorporated limits of City and the unincorporated areas of Ware County; to provide 100 percent of the local government funding for the Waycross-Ware County Public Library, 401 Lee Avenue Waycross, Georgia, and all branches thereof, including branches that may be established hereafter, (also effective July 1, 2003), and to assume full responsibility for the City of Waycross jail, inmates and persons incarcerated therein (effective July 1, 2004).

WHEREAS, the parties desire to enter into an intergovernmental contract pursuant to Article IX, Section III, Paragraph 1, of the Georgia Constitution; and

WHEREAS, effective September 17, 2002 City and County are entering into "AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY" ("Amendment To Agreement"); and

WHEREAS, effective September 17, 2002 City and Authority are entering into "JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES- WAYCROSS WASTEWATER TREATMENT FACILITY (the "City-Authority Agreement");"

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits and covenants herein contained, the parties hereto do hereby agree as follows:

Article 1

The Parties agree to execute and file with the State Revenue Commissioner of Georgia a Certificate of distribution with respect to the Local Option Sales Tax (Joint County Municipal Sales and Use Tax) pursuant to *O.C.G.A* Section 48-8-80 through 48-8-95, inclusive, such Certificate to be filed on or before December 31, 2002, to show that effective January 1, 2003, or upon the first distribution during the calendar year 2003 by said Commissioner pursuant to said allocation, that the proceeds of the combination of the City/County Local Sales and Use Tax generated in the special District Code coterminous with the boundaries of Ware County, Georgia shall be distributed by the State Revenue Commissioner as follows:

City of Waycross shall receive 48%, Ware County shall receive 52%. This Certificate shall continue in effect until such time as a new Certificate shall be executed as provided in said Act. A copy of said Certificate is attached hereto and made a part hereof by reference.

Article 2

Effective July 1, 2003 and thereafter during the term of this Agreement Ware County shall provide 100% of the local government funding for the Waycross-Ware County Public Library ("Library") located at 401 Lee Avenue, Waycross, Georgia 31501, together with all its branches, and including, with limitation, any branches that may be established hereafter, and the City shall not provide any funding for said Library after said effective date. Also, effective July 1, 2003 and thereafter during the term of this Agreement County agrees to provide funding for said Library and Library facilities equal to or greater than the level of services that exist as of the effective date hereof, and County agrees to maintain the Library facilities so that the facilities shall be at a level not less than the level that exists as of the effective date hereof.

Article 3

Effective July 1, 2003 and thereafter during the term of this Agreement County shall provide 100% of the local government funding for animal control services both in the unincorporated area of Ware County and within the corporate limits of City, said funding to provide for the same level of animal control services or higher level of animal control services that are being provided through the City of Waycross and Ware County as of the effective date of this Agreement. It is understood and agreed that at the time of entering into this Agreement the Humane Society is providing animal control services both in the unincorporated area of Ware County and within the incorporated limits of the City of Waycross. Ware County shall be free to

continue to contract with the Humane Society, or to enter into such other agreements, contracts or arrangements to provide said animal control services as County may determine.

Article 4

Effective July 1, 2004 and thereafter during the term of this Agreement County shall assume all responsibility for persons incarcerated, feeding, providing for, and housing persons who would normally be held in the Waycross City Jail. Thenceforth, from and after July 1, 2004 all City Jail operations and functions shall automatically become the responsibility of County. County reserves the right to use the City Jail Facility located on Oak Street in the City of Waycross as long as the same shall remain available and the space is not otherwise being used by City. During any period of the availability of the City Jail facility City shall pay all utility cost for said facility, but City shall not bear any other cost of housing, or caring for inmates and persons incarcerated in said jail and Ware County shall continue to be responsible for such persons and inmates. Additionally, City shall not be required to pay *per diem* or other charges to the Sheriff of Ware County for City's prisoners to be incarcerated and housed in the Ware County Jail or the City Jail. To the intent that the Sheriff of Ware County is required to carry out the terms of this Article, the County shall obtain such consent or shall hold the City harmless and indemnify the City with respect to the failure of County to obtain such consent.

Article 5

The Parties agree that this Agreement is an intergovernmental contract pursuant to Article IX, Paragraph III, Section I of the Constitution of the State of Georgia. This Agreement shall terminate at midnight December 31, 2012, unless earlier terminated or extended by the express written consent of the Parties hereto.

Article 6

Miscellaneous Provisions

6.1 Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

City of Waycross
417 Pendleton Street
Waycross, Georgia 31501

Ware County
800 Church Street
Waycross, Georgia 31501

6.2 Time. Time is of the essence of this Agreement.

6.3 Survival. Termination shall not affect the rights or obligations of the Parties which arise prior to the termination.

6.4 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

6.5 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

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

6.7 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

6.8 Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

6.9 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

6.10 Prior Agreements. This document, the attachments hereto, and the other documents referred to herein constitute the entire, final and complete agreement of the parties pertaining to the subject matter hereof and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the subject matter hereof.

6.11 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

6.12 Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

6.13 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

6.14 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

6.15 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

The Joint Resolution, the Service Delivery Strategy Amendment, the Amendment to Agreement, the Revenue Certificate of Distribution and the City-Authority Agreement are all incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and sealed by their duly authorized officers, effective September 17, 2002.

CITY OF WAYCROSS

BY: John A. Hester
MAYOR

ATTEST: Christina N. Hanson
CITY CLERK

Signed, sealed, and delivered
in the presence of:

Betty Presley
WITNESS

Ronda Nichols
NOTARY PUBLIC Notary Public, Ware County, Georgia
My Commission Expires: Aug. 29, 2006

WARE COUNTY GEORGIA

BY: Ralph Lyson
CHAIRMAN

ATTEST: Pat Gibson
COUNTY CLERK

Signed, sealed, and delivered
in the presence of:

Inaie Crawford
WITNESS

Lena Diane Lee
NOTARY PUBLIC

My Commission Expires: Jan 28, 2002

Notary Public, Ware County, Georgia
My Commission Expires Jan. 28, 2006

C:\City\WARECO\ 2002 Local option sales tax



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Ware County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

<u>City of Waycross</u>	<u>48</u> %	shall receive
City of _____	_____ %	shall receive
City of _____	_____ %	shall receive
City of _____	_____ %	shall receive
City of _____	_____ %	shall receive
County of <u>Ware</u>	<u>52</u> %	shall receive

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an

opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 17th day of September, 2002.



JOHN FLUKER, MAYOR OF THE CITY OF WAYCROSS



RALPH TYSON, CHAIRMAN BOARD OF COMMISSIONERS OF WARE

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:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Gail Barron Boyd

Phone number: 912-287-4300 Date completed: 10/18/2002

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:

A RESOLUTION TO APPROVE (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY; (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002); (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY; AND FOR ANY OTHER PURPOSES

WHEREAS, on September on 17, 2002 the Commission of the City of Waycross and the Board of Commissioners of Ware County Georgia each adopted and approved "A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA AND THE BOARD OF COMMISSIONERS OF WARE COUNTY, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO *O.C.G.A* SECTION 48-8-80 THROUGH 48-8-95, INCLUSIVE, (2) TO AMEND THE SERVICE DELIVERY STRATEGY, AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY, AND FOR OTHER PURPOSES" (the "Joint Resolution"); and

WHEREAS, pursuant to the Joint Resolution the following are hereby presented to the Commission of the City of Waycross:

- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

((1), (2), and (3) ARE COLLECTIVELY REFERRED TO AS "THE CITY-COUNTY-AUTHORITY LOST AGREEMENTS").

WHEREAS, a copy of each of the THE CITY-COUNTY-AUTHORITY LOST

AGREEMENTS is attached hereto and made a part hereof by reference; and

WHEREAS, each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS being separately considered.

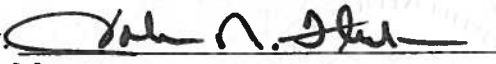
NOW, THEREFORE, BE IT RESOLVED, by the Commission of the City of Waycross, Georgia that each of the following are hereby separately adopted and approved in the form attached hereto.

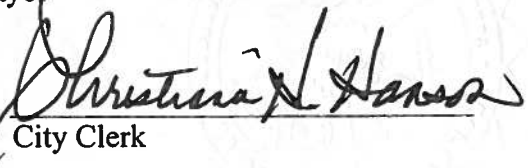
- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

BE IT FURTHER RESOLVED, by the Commission of the City of Waycross, Georgia that the Mayor and City Clerk are hereby authorized and directed to execute each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS and to affix the City seal thereto.

SO RESOLVED, this the 1st day of October, 2002.

City of Waycross

By: 
Mayor

Attest: 
City Clerk

A RESOLUTION TO APPROVE (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY; (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002); (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY; AND FOR ANY OTHER PURPOSES

WHEREAS, On September 17, 2002 the Commission of the City of Waycross and the Board of Commissioners of Ware County Georgia each adopted and approved "A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA AND THE BOARD OF COMMISSIONERS OF WARE COUNTY, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO *O.C.G.A* SECTION 48-8-80 THROUGH 48-8-95, INCLUSIVE, (2) TO AMEND THE SERVICE DELIVERY STRATEGY, AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY, AND FOR OTHER PURPOSES" (the "Joint Resolution"); and

WHEREAS, pursuant to the Joint Resolution the following are hereby presented to the Board of Commissioners of Ware County, Georgia:

- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

((1) , (2), and (3) ARE COLLECTIVELY REFERRED TO AS "THE CITY-COUNTY-AUTHORITY LOST AGREEMENTS").

WHEREAS, a copy of each is attached hereto and made a part hereof by reference; and

WHEREAS, each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS being separately considered.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ware County, Georgia that each of the following are hereby separately adopted and approved in the form attached hereto.

- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

BE IT FURTHER RESOLVED, by the Board of Commissioners of Ware County, Georgia that the Chairman and County Clerk are hereby authorized and directed to execute each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS and to affix the County seal thereto.

SO RESOLVED, this the 14th day of October, 2002.

BOARD OF COMMISSIONERS,
WARE COUNTY GEORGIA

By: Ralph Tyson
Ralph G. Tyson, Chairman

Attest: Pamela Gibson
Pamela Gibson, Clerk

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS
AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT
THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY**

THIS AMENDMENT TO AGREEMENT (referred to herein as "Amendment") made and entered into effective the 17th day of September, 2002, by and between the City of Waycross, acting by and through the Commission of the City of Waycross, hereinafter referred to as the "City" and Ware County, acting by and through its Board of Commissioners, hereinafter referred to as the "County."

W I T N E S S E T H:

WHEREAS, in April 2000 City and County entered into "AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY FOR ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY" (the "Agreement"); and

WHEREAS, subsequently thereof the Georgia General Assembly established the Ware County Water and Sewer Authority (the "Authority"); and

WHEREAS, the Authority is duly organized, established and constituted; and

WHEREAS, previously hereto City and County entered into mediation with respect to renegotiation of allocation of distribution of Local Option Sales Tax (Joint County and Municipal Sales and Use Tax), *O.C.G.A* Section 48-8-580 through 48-8-95, inclusive, and on September 17, 2002 City and County each adopted and approved " A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO *O.C.G.A* SECTIONS 48-8-80 THROUGH 48-8-95, INCLUSIVE; (2) TO AMEND THE SERVICE DELIVERY STRATEGY; AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY; (4) TO ADDRESS TAX INEQUITY BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY; AND FOR OTHER PURPOSES"("Joint Resolution"); and

WHEREAS, the Joint Resolution provided in part, that the Authority shall be the sewage treatment provider in the unincorporated area of Ware County; and

WHEREAS, City and Authority are entering into "JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY" (the "City -Authority Agreement") and are executing and delivering to the Georgia Commissioner of Revenue a "Certificate of Distribution" ("Revenue Certificate") with respect to the Local Option Sales Tax and are also delivering to and filing with the Georgia Department of Community Affairs a "Service Delivery Strategy Update Certificate" and "Service Delivery Strategy

Summary of Service Delivery Arrangements” (“Service Delivery Strategy Update”); and

WHEREAS, also effective September 17, 2002 City and County are entering into “INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002)”(the “Intergovernmental Contract”); and

WHEREAS, the Parties hereto desire to amend the Agreement to reflect that the Authority only and not County shall provide sewer service in the unincorporated area of Ware County and to clarify the relationship between City and County with respect to sewer service in the unincorporated area of Ware County; and

WHEREAS, the City and the County desire to set forth their understandings in writing.

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

Article 1

City and County agree that from and after the effective date of this Amendment the Authority shall be the sole provider of sewage service in the unincorporated area of Ware County, Georgia. City and Authority are entering into a separate agreement setting forth the terms and conditions of Authority becoming such sewer provider (the “City-Authority Agreement”).

In the event that the terms of this Amendment and the terms of the Agreement are inconsistent, then the terms of this Amendment shall control.

Article 2

Pursuant to Article 2 of the Agreement City allocated up to 1,000,000 gallons per day (average annual flow) wastewater treatment capacity in City’s Wastewater Treatment Facility (WWTF) to County, as set forth therein. County has assigned and hereby reaffirms its assignment to Authority of its right, title and interest in and to such 1,000,000 gallons per day (average annual flow) treatment capacity. City hereby acknowledges and consents to such assignment and City recognizes the Authority as sole provider of sewage service in the unincorporated area of Ware County.

Article 3

Article 3 of the Agreement shall remain in full force and effect; provided however that City acknowledges that previously hereto it received from County said sum of \$1,875,000.00.

Article 4

Article 4 of the Agreement is hereby deleted and rendered null and void. (In the City-Authority Agreement, Authority shall be entitled to connect to the points of delivery set forth in Article 4. of the Agreement)

Articles 5,6,7,8 and 9

Articles 5, 6, 7, 8 and 9 of the Agreement are based on the assumption that County will be sewage service provider for the unincorporated area of Ware County. Because the Authority will now be the provider of such service and not County said Articles are no longer applicable to the Agreement and are hereby deleted and rendered null and void.

Article 10

Compliance with Environmental Permits

10.1 County agrees to adopt a Sewer Use Ordinance regulating the character of the wastewaters that Authority's customers can discharge to the County collection system (and ultimately to City's collection system). Such Sewer Use Ordinance shall meet or exceed the limitations in the City's existing Sewer User Ordinance as of January 16, 2001, and shall be submitted to City prior to submission of the Ordinance by the County to the Georgia Environmental Protection Division (EPD) for approval. City and County agree to continue to work together to keep both City and County Ordinances current to the most recent rules and regulations relative to the proper operation of the collection and treatment systems. County agrees to take all steps necessary and appropriate to enforce and implement such sewage discharge ordinance and regulations, including, without limitation, submitting said ordinance and regulations to the Georgia EPD for approval.

Article 11

Article 11 of the Agreement is based on the assumption that Ware County will be sewage service provider for the unincorporated area of Ware County. Since the Authority will be the provider of such service and not County, Article 11 is no longer applicable to the Agreement and is hereby deleted and rendered null and void.

Article 12, 13

Article 12 and 13 shall remain in full force and effect.

Article 14

The City-Authority Agreement, the Intergovernmental Contract, the Revenue Certificate, the Service Delivery Strategy Update and the Joint Resolution are each incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals

effective the day and year first above written.

WARE COUNTY

DATE APPROVED: Oct. 14, 2002

BY: Ralph Jison

ATTEST: Pam Gibson

CITY OF WAYCROSS

DATE APPROVED: 10-01-02

BY: John N. Hunt

ATTEST: Christina H. Hanson

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**JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS
AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR
WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER
TREATMENT FACILITY**

THIS AGREEMENT (referred to herein as "Agreement") made and entered into effective the 17th day of September, 2002, by and between the City of Waycross, acting by and through the Commission of the City of Waycross, hereinafter referred to as the "City" and the Ware Authority Water and Sewer Authority, a body politic, acting by and through its duly constituted Board, hereinafter referred to as the "Authority."

W I T N E S S E T H:

WHEREAS, the City has available capacity for wastewater treatment in the City of Waycross Wastewater Treatment Facility (Permit No. GA0020966)(hereinafter referred to as "WWTF"); and

WHEREAS, previously hereto City and Ware County entered into "AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY FOR ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY," (referred to herein as "City -County Agreement") which City-County Agreement was effective April 2000; and

WHEREAS, City and Ware County are entering into an Amendment to said City-County Agreement; and

WHEREAS, the Authority was established by Act of the Georgia General Assembly at its 2001 session; and

WHEREAS, on September 17, 2002 City and Ware County each approved "A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO *O.C.G.A* SECTIONS 48-8-80 THROUGH 48-8-95, INCLUSIVE; (2) TO AMEND THE SERVICE DELIVERY STRATEGY; AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY; (4) TO ADDRESS TAX INEQUITY BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY; AND FOR OTHER PURPOSES" (the Joint Resolution"); and

WHEREAS, pursuant to the Joint Resolution, City and Ware County agreed in addition to other matters, that Authority would be the sole provider of sewer services in the unincorporated area of Ware County; and

WHEREAS, City and Ware County are entering into a separate Agreement amending the City-County Agreement (the "Amendment"); and

WHEREAS, this is one of a series of Agreements to carry out terms of the Joint Resolution; and

WHEREAS, the City and the Authority desire to set forth their understandings in writing.

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

**Article 1
Term**

1.1_ The term of this agreement shall be 50 years.

**Article 2
Wastewater Treatment Capacity Allocation**

2.1 Pursuant to agreement and assignment by Ware County, City hereby allocates to Authority up to 1,000,000 gallons per day (average annual flow) of treatment capacity in City's Wastewater Treatment Facility (WWTF), based on the amounts and costs listed below. Authority hereby acknowledges, accepts and consents to such allocation assignment. Said treatment capacity is for use by residents of the unincorporated area of Ware Authority, Georgia. The characteristics of the Authority total waste stream shall meet the requirements of the existing City Sewer Use Ordinance in effect as of January 16, 2001, as well as any future revisions required by federal or state regulations (See Attachment No. 2).

2.2 The allocation of such capacity shall be effective September 17, 2002.

**Article 3
Wastewater Collection System Capacity Allocation
Points of Delivery**

3.1 Authority shall be allowed to connect to any location along the Kettle Creek Outfall Sewer, subject to the provisions in Article 5 - Meters.

3.2 Authority shall be allowed to connect to the Caney Branch Outfall Sewer as flow capacity exists at this locations within the City Collection System.

3.3 Authority shall be allowed to connect to the City's collection system that is tributary to the Booth Street Wastewater Pumping Station.

3.4 The City will allow Authority to connect to City's collection system at other locations reasonably acceptable to City provided it meets the following criteria:

(1) There is a means of measuring the flow that is reasonably acceptable to the City.

3.5 If Authority wishes to connect to a section of the City's wastewater collection system which section in the City's view, would be overloaded as a result of this additional flow to existing mains and/or lift stations, Authority agrees to pay, in addition to the other sums set forth herein, for 100% of the necessary improvements to the City's wastewater collection system to correct and alleviate the overload.

3.6 Attached hereto is a list of customers who are connected to the City sewer system. Such customers shall become Authority sewer customers effective 45 days after Authority receives authorization from the EPD to proceed with operating Authority's collection system. Authority shall promptly notify City when Authority receives such authorization from EPD.

Article 4 Unit Rate

4.1 The Authority agrees to pay the City for transmission and treatment plant services as a sewer customer of the City. The unit of measure will be per 100 cubic feet. The calculation of the rate per 100 cubic feet will use a base of 20,000 cubic feet of wastewater. The Authority shall pay a rate of equal to 76% of the City's prevailing average retail rate for this 20,000 cubic feet of wastewater as City may set said rates from time to time, in City's sole discretion. The City's current prevailing average retail rate for 20,000 cubic feet of wastewater is \$1.25 per 100 cubic feet. Considering the City's current prevailing rate structure, the Authority's rate would be \$.95 100 cubic feet, until adjusted or amended by City, from time to time.

For example, if the rate for the first 10,000 cubic feet is at \$1.20 per 100 cubic feet, the rate for the second 10,00 cubic feet would be set at \$1.30 per 100 cubic feet resulting in an average retail rate for this 20,000 cubic feet of wastewater at \$1.25 per 100 cubic feet. The Authority's unit rate would be 76% of \$1.25 per 100 cubic feet.

Article 5 Meters

5.1 A. The Authority agrees, at Authority's expense and cost to make all taps and, to install, operate and maintain at the mutually agreeable points of delivery to the City collection system, the appropriate, reliable, and necessary metering equipment of a size, number and type that is acceptable to both City and Authority for the accurate, reliable and proper measuring of the quantity of wastewater flow entering the City collection system from Authority's system. Authority promises that the metering equipment shall be calibrated at Authority's expense at least once per calendar year

and Authority agrees to provide City with the results of each such calibration. Authority agrees to cause the meters to be read monthly to determine the flow measurement in a timely manner.

B. Authority agrees to provide, at Authority's cost, all new meters, installation and repairs of said meters, with reasonable notice to City of Authority's intent to place or replace meters at the point of delivery.

C. Authority further agrees to provide City with the results of all such meter readings monthly on or before the 20th day of each month for the preceding month together with payment in full based upon such meter reading for such preceding month. Water meter readings for existing Authority water customers, including those who are now connected directly from their residences to Kettle Creek Outfall Sewer, shall be an acceptable method of measuring flow for those customers, as well as for any future customers who directly connect to the Kettle Creek Outfall line for other small residential flows.

Article 6

Billing Procedures and Charges

6.1 Within 20 days after receiving from Authority results of meter reading and payment based upon such meter reading as set forth in Section 5.1 C., above, if City disagrees with Authority's meter reading results or payments based upon such meter reading, either or both, City shall submit to Authority a monthly bill for wastewater treatment services to Authority for such period. Unless Authority disagrees with City's billing, Authority shall remit payment to City on or before the 15th day after receipt of such bill. If Authority disagrees with City's billing, it shall timely notify City of such disagreement. The Parties agree to cooperate and work together to resolve any such disagreements.

6.2 The bill shall be calculated by multiplying the total metered flow from the Authority meters including, without limitation, the water meter readings from customers who connect directly to Kettle Creek Outfall sewer times the unit cost rate calculated using the method set forth in Article 4 of the Agreement.

Article 7

Compliance with Environmental Permits

7.1 Authority agrees to enforce and implement City's Sewer Use Ordinance regulating the character of the wastewaters that its customers can discharge to the Authority collection system. Such Sewer Use discharges by Authority's customers into City's collection system shall meet or exceed the limitations in the City's existing Sewer User Ordinance as of January 16, 2001. City and Authority agree to continue to work together to keep both City Ordinances and discharge by authority's customers into City's Sewer Wastewater system current to the most recent rules and regulations relative to the property operation of the collection and treatment systems. (Attached hereto is City's current Sewer Use Ordinance.)

7.2 City is solely responsible for the operation of the Wastewater Treatment Facilities. City, as holder of the NPDES permit, agrees to be solely responsible for any fines and/or penalties levied by the state or federal government for City's failure to comply with the NPDES permit conditions where such failure to comply is caused solely by an act or omission of City. City shall cause an investigation to be made where any fines and/or penalties are levied by the state or federal government against the facility. If the result of the investigation is that the fine and/or penalties were levied by the state or federal government against the facility are the sole responsibility of the Authority due to an act or omission of Authority, then the Authority will be solely responsible for reimbursing the City within thirty days of final determination of said fines and/or penalties. In the event there is a likelihood that such fines or penalties were the sole responsibility of the Authority, City will give Authority notice of that fact, and City shall investigate to determine this. The Authority shall be given the opportunity to participate and shall be furnished all information gathered in such investigation. If City and Authority are jointly responsible for or share responsibility for such occurrence resulting in the imposition of the fines and/or penalties levied against the facility, then the cost of such fines and/or penalties shall be paid by City and Authority in proportion to the degree of responsibility of each for such occurrence that results in fines and/or penalty. The City and Authority agree to cooperate to determine the proportion of responsibility each bears for such occurrence resulting in fines and/or penalties, including, without limitation, mediation and arbitration. Should the permit violation be caused by flow into the treatment system and the Authority system is within the flow contracted within this Agreement, then the Authority shall not participate in the potential penalties for such violations.

Article 8 Other Matters

8.1 City shall not be held liable or accountable under this Agreement for any failure to allocate sewage treatment capacity growing out of the following, either in the WWTF or the City's sewer collection and distribution system, either or both; any unavoidable accident; act of God beyond the City's control, the act of elements, strikes, riots, or public enemy, but City expressly covenants and agrees to use due diligence and care to perform hereunder and use all due diligence and care to repair or replace all breakages.

8.2 In case of the bursting of any of the mains or pipes in either City or Authority, or in case it may become necessary to repair any part of the sewer system of either of said Parties hereto, whereby it becomes necessary to shut off such Party's delivery distribution temporarily, City is hereby authorized to close any valve or valves in any of the mains or at the point of delivery between the said systems as may be necessary for the protection of said system, or to meet the exigencies of the case. In the event of such shut off, City will promptly notify Authority's water and sewer department by telephone or facsimile.

8.3 During the term of this Agreement, City may construct or otherwise utilize more than one WWTF. City may, in its discretion, switch the treatment capacity allocated to Authority to another WWTF, or divide said treatment capacity between two or more WWTFs. City agrees to confer with

Authority prior to taking any such action; provided, however, such action by City shall not alter or diminish the sewage treatment capacity allocated to Authority herein.

Article 9 Annexation

9.1 Nothing in this Agreement shall prevent City from annexing property into the City. City may extend its own water and sewer lines to provide service to the annexed areas but shall take into consideration and conform with the Service Delivery Strategy Agreement between City and Authority.

9.2 City and Authority agree that in the event that City annexes areas in which Authority provides water and wastewater treatment service, that they will make a good faith effort to determine the amount that City shall pay to Authority for such account.

Article 10 Miscellaneous Provisions

10.1 In its efforts to achieve a 6.7 MGD treatment capacity at the WWTF, City may at any time during the terms of this Agreement, and without prior notice to Authority, expand its current wastewater collection and treatment system, improve said system, alter said system, replace said current system, or any combination of the above; provided, however, that if any such action would have an impact on Authority's points of delivery to the City system, City will give Authority reasonable advance notice thereof.

10.2 By entering into this Agreement and the transactions referred to and contemplated herein, City is not transferring, assigning or conveying to Authority any of the properties and assets (including, without limitation, any real property, easement or easement rights, the WWTF, any personal property, pipes, lines, and mains) of the City's sewage collection and treatment system, accounts receivable now existing or hereafter created or other property of City, which properties and assets shall remain the property and assets of City.

10.3 By entering into this Agreement and the transactions referred to and contemplated herein, Authority does not assume and become responsible for, directly or indirectly any debts or other legal obligations of City, now existing or hereafter created, including, without limitation, City's bonded debt, City's debt to the Georgia Environmental Facilities Authority, now existing or hereafter created.

10.4 By entering into this Agreement and the transactions referred to and contemplated herein, Authority is not transferring, assigning or selling to City any of the properties and assets, (including, without limitation, any real property, easements or easement rights, personal property, pipes, lines, mains), accounts receivable, now existing or hereafter created, of Authority's water and sewer system.

10.5 By entering into this Agreement and the transactions referred to and contemplated herein, City does not assume or become responsible for, directly or indirectly, any debts or other legal obligations of Authority, now existing or hereafter created, including, without limitation, Authority's bonded debt, labor costs, maintenance and repair costs.

10.6 Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

City of Waycross
417 Pendleton Street
Waycross, Georgia 31501

Ware County Water and Sewer Authority
1991 Albany Avenue
Waycross, Georgia 31502

10.7 Time. Time is of the essence of this Agreement.

10.8 Survival. Termination shall not affect the rights or obligations of the Parties which arise prior to the termination.

10.9 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

10.10 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

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

10.12 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

10.13 Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

10.14 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the

masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

- 10.15 Prior Agreements. This document, the attachments hereto, and the other documents referred to herein constitute the entire, final and complete agreement of the parties pertaining to the subject matter hereof and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the subject matter hereof.
- 10.16. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- 10.17. Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.
- 10.18. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.
- 10.19. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
- 10.20. Savings Clause. If any provisions of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 10.21. The Agreement, the Amendment and the Joint Resolution are each incorporated herein and made a part hereof by reference.

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

WARE COUNTY WATER AND SEWER
AUTHORITY

BY: 

ATTEST: 

DATE

APPROVED: 10-15-2002

CITY OF WAYCROSS

DATE APPROVED: 10-01-02

BY: John A. Hunt

ATTEST: Christine N. Hanson

C:\City\WARECO\2002wayauthority.doc

INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002)

THIS INTERGOVERNMENTAL CONTRACT, sometimes referred to herein as "Intergovernmental Contract", made and entered into effective the 17th day of September 2002, by and between the City of Waycross, herein after referred to as "City", and Ware County Georgia, herein after referred to as "County",

WITNESSETH:

WHEREAS, on September 17, 2002 City and County each acting by and through its duly elected governing body adopted and approved. "A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA AND THE BOARD OF COMMISSIONERS OF WARE COUNTY, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF DISTRIBUTION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO O.C.G.A SECTIONS 48-8-80 THROUGH 48-8-95, INCLUSIVE; (2) TO AMEND THE SERVICE DELIVERY STRATEGY; AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY; (4) TO ADDRESS TAX INEQUITY BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY; AND FOR OTHER PURPOSES." (the "Joint Resolution"); and

WHEREAS, pursuant to the Joint Resolution City and County have agreed to make adjustments in the Local Option Sales Tax Allocation and Distribution, and to shift to County certain services and all of the funding responsibilities therefor; and

WHEREAS, pursuant to the Joint Resolution, from and after July 1, 2003, County is to assume all of the funding and be responsible for animal control services throughout Ware County, both in the incorporated limits of City and the unincorporated areas of Ware County; to provide 100 percent of the local government funding for the Waycross-Ware County Public Library, 401 Lee Avenue Waycross, Georgia, and all branches thereof, including branches that may be established hereafter, (also effective July 1, 2003), and to assume full responsibility for the City of Waycross jail, inmates and persons incarcerated therein (effective July 1, 2004).

WHEREAS, the parties desire to enter into an intergovernmental contract pursuant to Article IX, Section III, Paragraph 1, of the Georgia Constitution; and

WHEREAS, effective September 17, 2002 City and County are entering into "AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY" ("Amendment To Agreement"); and

WHEREAS, effective September 17, 2002 City and Authority are entering into "JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES- WAYCROSS WASTEWATER TREATMENT FACILITY (the "City-Authority Agreement");"

NOW, THEREFORE, for and in consideration of the premises, the mutual benefits and covenants herein contained, the parties hereto do hereby agree as follows:

Article 1

The Parties agree to execute and file with the State Revenue Commissioner of Georgia a Certificate of distribution with respect to the Local Option Sales Tax (Joint County Municipal Sales and Use Tax) pursuant to *O.C.G.A* Section 48-8-80 through 48-8-95, inclusive, such Certificate to be filed on or before December 31, 2002, to show that effective January 1, 2003, or upon the first distribution during the calendar year 2003 by said Commissioner pursuant to said allocation, that the proceeds of the combination of the City/County Local Sales and Use Tax generated in the special District Code coterminous with the boundaries of Ware County, Georgia shall be distributed by the State Revenue Commissioner as follows:

City of Waycross shall receive 48%, Ware County shall receive 52%. This Certificate shall continue in effect until such time as a new Certificate shall be executed as provided in said Act. A copy of said Certificate is attached hereto and made a part hereof by reference.

Article 2

Effective July 1, 2003 and thereafter during the term of this Agreement Ware County shall provide 100% of the local government funding for the Waycross-Ware County Public Library ("Library") located at 401 Lee Avenue, Waycross, Georgia 31501, together with all its branches, and including, with limitation, any branches that may be established hereafter, and the City shall not provide any funding for said Library after said effective date. Also, effective July 1, 2003 and thereafter during the term of this Agreement County agrees to provide funding for said Library and Library facilities equal to or greater than the level of services that exist as of the effective date hereof, and County agrees to maintain the Library facilities so that the facilities shall be at a level not less than the level that exists as of the effective date hereof.

Article 3

Effective July 1, 2003 and thereafter during the term of this Agreement County shall provide 100% of the local government funding for animal control services both in the unincorporated area of Ware County and within the corporate limits of City, said funding to provide for the same level of animal control services or higher level of animal control services that are being provided through the City of Waycross and Ware County as of the effective date of this Agreement. It is understood and agreed that at the time of entering into this Agreement the Humane Society is providing animal control services both in the unincorporated area of Ware County and within the incorporated limits of the City of Waycross. Ware County shall be free to

continue to contract with the Humane Society, or to enter into such other agreements, contracts or arrangements to provide said animal control services as County may determine.

Article 4

Effective July 1, 2004 and thereafter during the term of this Agreement County shall assume all responsibility for persons incarcerated, feeding, providing for, and housing persons who would normally be held in the Waycross City Jail. Thenceforth, from and after July 1, 2004 all City Jail operations and functions shall automatically become the responsibility of County. County reserves the right to use the City Jail Facility located on Oak Street in the City of Waycross as long as the same shall remain available and the space is not otherwise being used by City. During any period of the availability of the City Jail facility City shall pay all utility cost for said facility, but City shall not bear any other cost of housing, or caring for inmates and persons incarcerated in said jail and Ware County shall continue to be responsible for such persons and inmates. Additionally, City shall not be required to pay *per diem* or other charges to the Sheriff of Ware County for City's prisoners to be incarcerated and housed in the Ware County Jail or the City Jail. To the intent that the Sheriff of Ware County is required to carry out the terms of this Article, the County shall obtain such consent or shall hold the City harmless and indemnify the City with respect to the failure of County to obtain such consent.

Article 5

The Parties agree that this Agreement is an intergovernmental contract pursuant to Article IX, Paragraph III, Section I of the Constitution of the State of Georgia. This Agreement shall terminate at midnight December 31, 2012, unless earlier terminated or extended by the express written consent of the Parties hereto.

Article 6 Miscellaneous Provisions

6.1 Notices. Notice under this Agreement shall be in writing and shall be effective when actually delivered. If mailed, notice shall be deemed effective 48 hours after mailing as registered or certified mail, postage prepaid, directed to the other party at the address set forth below or such other address as the party may indicate by written notice to the other:

City of Waycross
417 Pendleton Street
Waycross, Georgia 31501

Ware County
800 Church Street
Waycross, Georgia 31501

6.2 Time. Time is of the essence of this Agreement.

6.3 Survival. Termination shall not affect the rights or obligations of the Parties which arise prior to the termination.

6.4 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

6.5 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

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

6.7 Arbitration. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.

6.8 Titles and Captions. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

6.9 Pronouns and Plurals. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.

6.10 Prior Agreements. This document, the attachments hereto, and the other documents referred to herein constitute the entire, final and complete agreement of the parties pertaining to the subject matter hereof and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the subject matter hereof.

6.11 Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

6.12 Good Faith, Cooperation and Due Diligence. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

6.13 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

6.14 Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

6.15 Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

The Joint Resolution, the Service Delivery Strategy Amendment, the Amendment to Agreement, the Revenue Certificate of Distribution and the City-Authority Agreement are all incorporated herein and made a part hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and sealed by their duly authorized officers, effective September 17, 2002.

CITY OF WAYCROSS

BY: [Signature]
MAYOR

ATTEST: [Signature]
CITY CLERK

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: [Signature]
Notary Public, Ware County, Georgia
My Commission Expires Aug. 29, 2006

WARE COUNTY GEORGIA

BY: [Signature]
CHAIRMAN

ATTEST: [Signature]
COUNTY CLERK

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: [Signature]
Notary Public, Ware County, Georgia
My Commission Expires Jan. 28, 2006

C:\City\WARECO\ 2002 Local option sales tax

Notary Public, Ware County, Georgia
My Commission Expires Jan. 28, 2006



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Ware County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

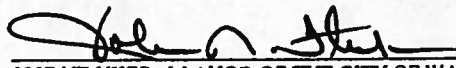
<u>City of Waycross</u>	<u>48</u> %	shall receive
City of _____	_____ %	shall receive
City of _____	_____ %	shall receive
City of _____	_____ %	shall receive
City of _____	_____ %	shall receive
County of <u>Ware</u>	<u>52</u> %	shall receive

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an

opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of, all qualifying municipalities located within the special district and the governing authority of the county, this 17th day of September, 2002.



JOHN FLUKER, M AYOR OF THE CITY OF WAYCROSS



RALPH TYSON, CHAIRMAN BOARD OF COMMISSIONERS OF WARE



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: Ware County Service: Animal Control

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Ware County	General Fund

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

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Gail Barron Boyd

Phone number: 912-285-1875 Date completed: 11/18/2002

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:

A RESOLUTION TO APPROVE (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY; (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002); (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY; AND FOR ANY OTHER PURPOSES

WHEREAS, On September 17, 2002 the Commission of the City of Waycross and the Board of Commissioners of Ware County Georgia each adopted and approved "A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA AND THE BOARD OF COMMISSIONERS OF WARE COUNTY, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO *O.C.G.A* SECTION 48-8-80 THROUGH 48-8-95, INCLUSIVE, (2) TO AMEND THE SERVICE DELIVERY STRATEGY, AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY, AND FOR OTHER PURPOSES" (the "Joint Resolution"); and

WHEREAS, pursuant to the Joint Resolution the following are hereby presented to the Board of Commissioners of Ware County, Georgia:

- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

((1) , (2), and (3) ARE COLLECTIVELY REFERRED TO AS "THE CITY-COUNTY-AUTHORITY LOST AGREEMENTS").

WHEREAS, a copy of each is attached hereto and made a part hereof by reference; and

WHEREAS, each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS being separately considered.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ware County, Georgia that each of the following are hereby separately adopted and approved in the form attached hereto.

- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

BE IT FURTHER RESOLVED, by the Board of Commissioners of Ware County, Georgia that the Chairman and County Clerk are hereby authorized and directed to execute each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS and to affix the County seal thereto.

SO RESOLVED, this the 14th day of October, 2002.

BOARD OF COMMISSIONERS,
WARE COUNTY GEORGIA

By: Ralph Tyson
Ralph G. Tyson, Chairman

Attest: Pamela Gibson
Pamela Gibson, Clerk



**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: Ware County Service: Library

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

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

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

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

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

Local Government or Authority:	Funding Method:
Ware County	General Fund

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

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Gail Barron Boyd

Phone number: 912-287-4300 Date completed: 11/18/2002

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:

A RESOLUTION TO APPROVE (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY; (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002); (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY; AND FOR ANY OTHER PURPOSES

WHEREAS, On September 17, 2002 the Commission of the City of Waycross and the Board of Commissioners of Ware County Georgia each adopted and approved "A JOINT RESOLUTION BY THE COMMISSION OF THE CITY OF WAYCROSS, GEORGIA AND THE BOARD OF COMMISSIONERS OF WARE COUNTY, GEORGIA WITH RESPECT TO (1) RENEGOTIATION OF ALLOCATION OF LOCAL OPTION SALES TAX REVENUES PURSUANT TO *O.C.G.A* SECTION 48-8-80 THROUGH 48-8-95, INCLUSIVE, (2) TO AMEND THE SERVICE DELIVERY STRATEGY, AND (3) WITH RESPECT TO CHANGING THE SEWAGE TREATMENT PROVIDER IN UNINCORPORATED WARE COUNTY TO WARE COUNTY WATER AND SEWER AUTHORITY, AND FOR OTHER PURPOSES" (the "Joint Resolution"); and

WHEREAS, pursuant to the Joint Resolution the following are hereby presented to the Board of Commissioners of Ware County, Georgia:

- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

((1) , (2), and (3) ARE COLLECTIVELY REFERRED TO AS "THE CITY-COUNTY-AUTHORITY LOST AGREEMENTS").

WHEREAS, a copy of each is attached hereto and made a part hereof by reference; and

WHEREAS, each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS being separately considered.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ware County, Georgia that each of the following are hereby separately adopted and approved in the form attached hereto.

- (1) JOINT AGREEMENT BETWEEN THE CITY OF WAYCROSS AND THE WARE COUNTY WATER AND SEWER AUTHORITY FOR WASTEWATER TREATMENT SERVICES-WAYCROSS WASTEWATER TREATMENT FACILITY.
- (2) INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY GEORGIA WITH RESPECT TO 2002 LOCAL OPTION SALES TAXES AGREEMENTS, SERVICE DELIVERY STRATEGY AMENDMENTS, AND CERTIFICATE OF DISTRIBUTION WITH RESPECT TO LOCAL OPTION SALES TAX (2002).
- (3) AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WAYCROSS AND WARE COUNTY CONCERNING ALLOCATION OF CAPACITY AT THE CITY OF WAYCROSS WASTEWATER TREATMENT FACILITY.

BE IT FURTHER RESOLVED, by the Board of Commissioners of Ware County, Georgia that the Chairman and County Clerk are hereby authorized and directed to execute each of said CITY-COUNTY-AUTHORITY LOST AGREEMENTS and to affix the County seal thereto.

SO RESOLVED, this the 14th day of October, 2002.

BOARD OF COMMISSIONERS,
WARE COUNTY GEORGIA

By: Ralph Tyson
Ralph G. Tyson, Chairman

Attest: Pamela Gibson
Pamela Gibson, Clerk



GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS

Laura Meadows
COMMISSIONER

RECEIVED
ROY E. BARNES
GOVERNOR
JAN 27 2003

December 19, 2002

Ms. Gail Barron Boyd
County Manager
Ware County
P.O. Box 1069
Waycross, Georgia 31502-1069

Dear Ms. Boyd:

We have reviewed the proposed amendments to the Ware County Service Delivery Strategy. It appears that the Summary of Service Delivery Arrangements (Page 2) have been properly presented for both the changed provision of services for Animal Control and the new Library service.

For Wastewater service, the first two boxes on the Page 2 that was provided to us are checked under item number 1, describing the agreed upon delivery arrangement for this service. From the documentation that you gave us, it appears that the last box, "Other" under this item should be checked, as the Ware County Water and Sewer Authority will be providing this service in the unincorporated portion of the County.

Also, in the Intergovernmental Contract that was provided to us, Article 4 covers the responsibility for the Waycross Jail. However, a Summary of Service Delivery Arrangements (Page 2) was not submitted to us for this service. Unless we receive a Page 2 for the jail service, we will not be able to make a determination of whether or not this service arrangement is in conformance with the requirements of the Service Delivery Strategy law and can be included in your Strategy.

In addition, before we can officially complete our review of the amended Service Delivery Strategy, we will need a new Service Delivery Strategy Certifications page (page 4), signed by the Chairman of the Ware County Board of Commissioners and the Mayor of Waycross.

To help you in completing the revisions to the County's Service Delivery Strategy, we suggest that you look at the information on "Revising an Existing Service Delivery Strategy" which can be found on this Department's web site. The link can be accessed at www.dca.state.ga.us/planning/servicedel/index.html. If you need further assistance, please contact Stuart Dorfman of my staff at 404-679-3108.

Sincerely,


Rick Brooks, Director

Planning and Environmental Management Division

SERVICE DELIVERY STRATEGY REVISION

Reviewer
SD

Received Date
1/24/03

DCA Review Deadline
2/3/03

Review Assigned
1/24/03

Review Completed

Service Delivery Strategy for: WARE COUNTY

Submitted by: WARE COUNTY RDC: SOUTHWEST GEORGIA

Revised Service JAIL + WASTEWATER

NOTES: THIS SUBMITTAL IS IN RESPONSE TO
A DEFICIENCY LETTER OF 12/19/02.



Board of Commissioners Ware County

JAN 24 2003

RALPH TYSON, Chairman
MARSHALL MONK, Commissioner
CARLOS NELSON, Commissioner
KATHY E. DAVIS, Commissioner
HARRY M. THRIFT, Commissioner

GAIL BARRON BOYD, County Manager
PAM GIBSON, County Clerk
HUEY W. SPEARMAN, County Attorney

FAX COVER SHEET

DATE: 1/24/03 TIME: 2:10

TO: Mike Gleaton

FAX NUMBER: 404-679-0646

FROM: Pam Gibson FAX #: 912-287-4301

TRANSMITTED BY: _____ PHONE #: 912-287-4300

NUMBER OF PAGES: (including cover page): 7

For Your Information

Per Your Request

Thought It Might Be Of Interest To You

Please Review & Advise Of Your Comments & Suggestions

Original Will Follow In Mail

Other Comments: _____



**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: Ware County Service: Jail

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

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

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

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

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

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

Local Government or Authority: Funding Method:

<u>Ware County</u>	<u>General Fund</u>

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

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Gail Barron Boyd
Phone number: 912-287-4300 Date completed: 11/18/2002

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: Ware County Service: Jail

1. Check the box that best describes the agreed upon delivery arrangement for this service:
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 - Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
- Yes No

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

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Local Government or Authority:	Funding Method:
Ware County	General Fund

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

JAN 24 2003

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Gail Barron Boyd

Phone number: 912-287-4300 Date completed: 11/14/2002

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: Ware Service: Wastewater

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

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

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

- Yes No

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

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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:

City of Waycross	User Fees
Ware County Water	
& Sewer Authority	User Fees

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

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

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Gail Barron Boyd

Phone number: 912-287-4300

Date completed: 11/14/2002

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:

JAN 24 2003



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

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: Ware Service: Wastewater

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
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Local Government or Authority: Funding Method:

City of Waycross	User Fees
Ware County Water & Sewer Authority	User Fees

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

JAN 24 2003

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

7. Person completing form: Gail Barron Boyd

Phone number: 912-287-4300

Date completed: 11/18/2002

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
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 _____ WARE _____ COUNTY

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

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

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Ralph Tyson	Chairman	Ware County	11/14/2002
	John Fluker	Mayor	City of Waycross	11/14/2002

JAN 24 2003



**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

PAGE 4

Instructions:

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SERVICE DELIVERY STRATEGY FOR WARE COUNTY

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

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

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Ralph Tyson	Chairman	Ware County	11/14/2002
	John Fluker	Mayor	City of Waycross	11/14/2002