

SERVICE DELIVERY STRATEGY UPDATE CERTIFICATIONS

Instructions:

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

	UPDA	ATED SERVICE D	ELIVERY STRATEGY FOR	UPSON	COUNTY
W	e, the und	ersigned authorized	representatives of the jurisdiction	ons listed below, certify that:	
1.		e reviewed our exis only one box for q	ting Service Delivery Strategy ar uestion #1)	nd have determined that:	
	□ A.		tinues to accurately reflect our p anges in our Strategy are needed		ding local services throughout our
	⊠ B.	Our Strategy has	been revised to reflect our prefer	red arrangements for providing	local services.
If (Option A	s selected, only this	form, signed by the appropriate	local government representative	es must be provided to DCA.
If (-	s selected, this form	n, signed by the appropriate loca	I government representatives, m	aust be submitted to DCA along
WII	anananpro	y supporting local a updated service are	of Service Arrangements" form agreements pertaining to each of a map depicting the agreed upor ice that has been revised/updated plitical boundaries.	these services that has been revi a service area for each provider	sed/updated; and if there is more than one service
2.	resolutio	ns agreeing to the	es (County Commission and City Service Delivery arrangements in ce delivery strategy (O.C.G.A. 3	lentified in our strategy and hav	
3.			continues to promote the deliverall residents, individuals and prop		
4.	geograph	ic boundaries of a	y continues to provide that water service provider are reasonable a ic boundaries of the service prov	nd are not arbitrarily higher tha	
5.	those join	ntly funded by the or re borne by the unir		alities) primarily for the benefit	vernment provides (including of the unincorporated area of the preceive such service (O.C.G.A.

- 6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
- 7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
- 8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))¹ and;
- 9. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

¹If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
Den Cole	Glenn Collins	Chairman Board of Comm.	Upson County, GA	9-21-07
Ju Creel	Hays Arnold, Jr.	Mayor	City of Thomaston	9-21-07
Cirl Many	Cecil Moncrief	Mayor	City of Yatesville	9-26-07
/ /				



PAGE 2

Instructions:	•
•	ervice listed on page 1, Section III. Use exactly the same service names additional pages as necessary. If the contact person for this service (listed to the Department of Community Affairs.

County:	UPSON	Service: _	AIRPORT
1. Check the	box that best describes t	he agreed upon delivery arr	rangement for this service:
service pro	ovider. (If this box is che	cked, identify the governme	es and unincorporated areas) by a single ent, authority or organization providing the AUTHORITY
(If this box		government, authority or o	of the county by a single service provider rganization providing the
will not be	provided in unincorpora		ir incorporated boundaries, and the service ecked, identify the government(s),
will provid		orated areas. (If this box is	ir incorporated boundaries, and the county checked, identify the government(s),
	and identify the governm		ting the service area of each service anization that will provide service within
-	ice identified?	erlapping service areas, unr	necessary competition and/or duplication

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.

Local Government or Authority:	: Fund	ling Method:
THOMASTON-UPSON COUNTY	USER FEES	
AIRPORT AUTHORITY		
PSON COUNTY	GENERAL FUNDS, ST	ATE AND FEDERAL GRANTS
4. How will the strategy change the the county?	previous arrangements for provi	ding and/or funding this service with
NO CHANGE		
 List any formal service delivery against the strategy for this ser 		contracts that will be used to
Agreement Name:	Contracting Parties:	Effective and Ending Dates
GREEMENT BETWEEN UPSON	UPSON COUNTY	March 28, 2007 until
OUNTY, GEORGIA AND THE	CITY OF THOMASTON	March 28, 2010
	OTTI OT THOUGHD TON	
	OTTI OT INCIDION	
CITY OF THOMASTON	OTT OT THOMASTON	
CITY OF THOMASTON		
(see copy attached) 6. What other mechanisms (if any) we resolutions, local acts of the General	rill be used to implement the stra al Assembly, rate or fee changes	ategy for this service (e.g., ordinance s, etc.), and when will they take effect
(see copy attached) 6. What other mechanisms (if any) w	rill be used to implement the stra al Assembly, rate or fee changes sembly creating Thomas	ategy for this service (e.g., ordinance s, etc.), and when will they take effect
6. What other mechanisms (if any) we resolutions, local acts of the General As	rill be used to implement the stra al Assembly, rate or fee changes sembly creating Thomas	ategy for this service (e.g., ordinance s, etc.), and when will they take effect
6. What other mechanisms (if any) we resolutions, local acts of the General As Airport Authority effect	vill be used to implement the stra ral Assembly, rate or fee changes sembly creating Thomas tive 1988.	ategy for this service (e.g., ordinance, etc.), and when will they take effects ston-Upson County
(see copy attached) 6. What other mechanisms (if any) we resolutions, local acts of the General As Airport Authority effect	vill be used to implement the straval Assembly, rate or fee changes sembly creating Thomastive 1988.	ategy for this service (e.g., ordinance, etc.), and when will they take effects ston-Upson County
6. What other mechanisms (if any) we resolutions, local acts of the General As Airport Authority effect Authority effect Phone number:(706) 647-1	will be used to implement the strain all Assembly, rate or fee changes sembly creating Thomas tive 1988. WARD TRICE, JR., County Date complete contacted by state agencies when	tegy for this service (e.g., ordinance of the content of the conte
6. What other mechanisms (if any) we resolutions, local acts of the General As Airport Authority effect Phone number: (706) 647-138. Is this the person who should be considered government projects are consistent.	ward to implement the strated Assembly, rate or fee changes sembly creating Thomas tive 1988. WARD TRICE, JR., County Date completed ontacted by state agencies when with the service delivery strategoerson(s) and phone number(s) be-7012; Chairman of County and Assembly rate of County Date o	tegy for this service (e.g., ordinance s, etc.), and when will they take effection—Upson County ty Attorney d: evaluating whether proposed local sy? Yes No

3. List each government or authority that will help to pay for this service and indicate how the service will



completing it.

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

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. Service: ANIMAL CONTROL County: UPSON 1. Check the box that best describes the agreed upon delivery arrangement for this service: X 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.): <u>UPSON</u> COUNTY Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: authority or organization providing the service.): CITY OF THOMASTON 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 XNo 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

Local Government or Authority		Funding Method:		
UPSON COUNTY	GENERAL FUNDS			
CITY OF THOMASTON	GENERAL FUNDS			
	·			
4. How will the strategy change the the county?	previous arrangements for providi	ng and/or funding this service within		
pson County provided the s	service in the unincorpora ston will still provide the the service in the City	e service inside the City, of Thomaston also when		
implement the strategy for this se				
Agreement Name:	Contracting Parties: UPSON COUNTY	Effective and Ending Dates:		
	CITY OF THOMASTON	May 18, 1999 until May 17, 2019 unless		
Agreement	CITI OF INOTASION	terminated by 6 months		
See Copy Attached)				
See Copy Attached)		written notice from		
	will be used to implement the street	egy for this service (e.g. ordinances		
6. What other mechanisms (if any) resolutions, local acts of the General	J. EDWARD TRICE, JR., Coun	either government. egy for this service (e.g., ordinances, etc.), and when will they take effect		

rha



County:	UPSON	Service:	ARCHIVES
1. Check th	e box that best describes	s the agreed upon delivery arra	angement for this service:
service p		necked, identify the government	es and unincorporated areas) by a single nt, authority or organization providing the
(If this bo	ox is checked, identify the	in the unincorporated portion on government, authority or or	
will not b	e provided in unincorpo		incorporated boundaries, and the service cked, identify the government(s),
will provi		rporated areas. (If this box is	incorporated boundaries, and the county checked, identify the government(s),
	and identify the govern		ing the service area of each service nization that will provide service within
	vice identified?	overlapping service areas, unn	ecessary competition and/or duplication
		ler the strategy, attach an exp higher levels of service (See C	planation for continuing the O.C.G.A. 36-70-24(1)), overriding

If ' 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.

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: UPSON COUNTY General Funds THOMASTON-UPSON COUNTY General Funds SCHOOL BOARD 4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? No change in how the service is provided, but funding will be provided according to the agreement setout in paragraph 5 hereinbelow. 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 Between Upson Upson County March 28, 2007 until County, Georgia and the City of Thomaston March 27, 2010 City of Thomaston (see copy attached) 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? Resolutions adopted by Upson County and City of Thomaston created the Records Board to manage the Thomaston - Upson County Archives which stores all old official records of Upson County, City of Thomaston, and Thomaston - Upson County School Board. 7. Person completing form: J. EDWARD TRICE, JR., County Attorney Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes X No

If not, provide designated contact person(s) and phone number(s) below: City Manager (706)647-4242; County Manager (706)647-7012; Chairman of County Commissioners (706) 647-7012;

PAGE 2 (continued)

Mayor, City of Thomaston (706) 647-6633

3. List each government or authority that will help to pay for this service and indicate how the service will



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. UPSON Service: CODE ENFORCEMENT/BUILDING INSPECTION County: AND ZONING 1. Check the box that best describes the agreed upon delivery arrangement for this service: X 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.): UPSON 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.

Local Government or Authority	: Fund	ing Method:
UPSON COUNTY	GENERAL FUNDS	
· · · · · · · · · · · · · · · · · · ·		
4. How will the strategy change the the county?	previous arrangements for provid	ling and/or funding this service within
ment/Building Inspection Of unincorporated areas of the was funded by a tax levied City's zoning services were zoning services for the uni all of these services for t	fice which provided these County. There was no for by UPson County against (a provided by this joint of a provided by this joint of the City and County will the County will the City and County will be considered as the City and County against County a	perated a joint Code Enforce- e services to the City and the ermal agreement and the office city and County property. The effice, but the County provice cel. Under the new strategy the handled by a single office crom all property in Upson Co
5. List any formal service delivery a implement the strategy for this se	•	
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Building Codes and Zoning	UPSON COUNTY	May 18, 1999 until May 17, 2019 unless terminated by
Administration Agreement (See Copy Attached)	CITY OF THOMASTON	months written notice from
(bee dopy Accaence)		either government
		erener government
C What all and the control of the co	-2115 14-2 1 441 - 4	4. C. Ali
		tegy for this service (e.g., ordinances, etc.), and when will they take effect
resolutions, local acts of the Gene	EDWARD TRICE, JR., County	y Attorney



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:	UPSON	Ser	vice:	COURTS
1. Check the	box that best describes	the agreed upon deli-	very arra	angement for this service:
service pro				es and unincorporated areas) by a single ent, authority or organization providing t
(If this box		e government, author	ity or or	of the county by a single service providing the
will not be		rated areas. (If this bo	x is che	r incorporated boundaries, and the service cked, identify the government(s),
wilkproxid authority o		from the contract of the contr		r incorporated boundaries, ************************************
	and identify the govern			ting the service area of each service anization that will provide service within
	vice identified?	overlapping service as	reas, unn	necessary competition and/or duplication
arrangemen	t (i.e., overlapping but	higher levels of servi	ce (See	cplanation for continuing the O.C.G.A. 36-70-24(1)), overriding reas or competition cannot be eliminated
	n that will be taken to e			an implementation schedule listing each e party and the agreed upon deadline for

GENERAL FUNDS, USER FEES GITY OF THOMASTON GENERAL FUNDS, USER FEES 4. How will the strategy change the previous arrangements for providing and/or funding this service we the county? The strategy will not make any change, Upson Cunty provides Superior Court, Juvenile Court, Probate Court and Magistrate Court services for all citizens Upson County. City of Thomaston provides a Municipal Court to handle violate of city ordinances only within the city limits of Thomaston and is funded by City of Thomaston. 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 Delivery and Ending Delivery agreements or intergovernment the strategy for this service (e.g., ordinar resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take etc. **NONE** **ONNE** **Derson completing form:** J. Edward Trice, Jr., County Attorney Phone number:** J. Edward Trice, Jr., County Attorney Date completed:** Date completed:**	Local Government or Authority:	Funding	Method:
4. How will the strategy change the previous arrangements for providing and/or funding this service we the county? The strategy will not make any change, Upson Cunty provides Superior Court, Juvenile Court, Probate Court and Magistrate Court services for all citizens Upson County. City of Thomaston provides a Municipal Court to handle violate of city ordinances only within the city limits of Thomaston and is funded by City of Thomaston. 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 Delivation None None None 7. Person completing form: J. Edward Trice, Jr., County Attorney Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes None If not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6	UPSON COUNTY	GENERAL FUNDS, USER F	TEES
4. How will the strategy change the previous arrangements for providing and/or funding this service we the county? The strategy will not make any change, Upson Cunty provides Superior Court, Invenile Court, Probate Court and Magistrate Court services for all citizens placen County. City of Thomaston provides a Municipal Court to andle violate of city ordinances only within the city limits of Thomaston and is funded by city of Thomaston. 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 Delivery None** None** None** 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinar resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take etc. None** 7. Person completing form:** J. Edward Trice, Jr., County Attorney** Phone number:** [706] 647-1842 Date completed:** 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?** [Yes [No]] No. If not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6	CITY OF THOMASTON	GENERAL FUNDS, USER F	PEES
The county? The strategy will not make any change, Upson Cunty provides Superior Court, Tuvenile Court, Probate Court and Magistrate Court services for all citizens Upson County. City of Thomaston provides a Municipal Court to handle violate of city ordinances only within the city limits of Thomaston and is funded by 21ty of Thomaston. 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 Do. NONE 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinar resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take etc. NONE 7. Person completing form: Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No.		/	
of city ordinances only within the city limits of Thomaston and is funded by City of Thomaston. 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 Description of the General Assembly, rate or fee changes, etc.), and when will they take etc. 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinar resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take etc. 7. Person completing form: 9. Person completing form: 9. Edward Trice, Jr., County Attorney Phone number: 9. (706) 647-1842 9. Date completed: 1. Sthis the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? 1. If not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6	the county? Phe strategy will not make an Juvenile Court, Probate Court	y change, Upson Cunty pro and Magistrate Court ser	ovides Superior Court, rvices for all citizens of
Agreement Name: Contracting Parties: Effective and Ending December 1 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinar resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take etc. NONE 7. Person completing form: J. Edward Trice, Jr., County Attorney Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? If not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6	of city ordinances only withi	n the city limits of Thom	naston and is funded by th
NONE 6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinar resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take etc. NONE 7. Person completing form: 9. Edward Trice, Jr., County Attorney Phone number: 9. (706) 647-1842 9. Date completed: 9. 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? 1. Is not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6	implement the strategy for this servi	ce:	
7. Person completing form: J. Edward Trice, Jr., County Attorney		Community 1 and Community 1	
7. Person completing form: J. Edward Trice, Jr., County Attorney Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No If not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6			
7. Person completing form: J. Edward Trice, Jr., County Attorney			
7. Person completing form: J. Edward Trice, Jr., County Attorney Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No If not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6			
Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No If not, provide designated contact person(s) and phone number(s) below: City Manager, (706)6	resolutions, local acts of the General		
government projects are consistent with the service delivery strategy? Yes No If not, provide designated contact person(s) and phone number(s) below: City Manager, (706)6			
If not, provide designated contact person(s) and phone number(s) below: City Manager, (706) 6	8. Is this the person who should be con		
(706) 647–6633		viair the service derivery strategy:	

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Instructions:					
listed on page 1	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 a the bottom of the page) changes, this should be reported to the Department of Community Affairs.				
County:	UPSON	Service:	CULTURAL PROGRAMS		
1. Check the	box that best describes the	agreed upon delivery arra	ngement for this service:		
service pro		ed, identify the governme	es and unincorporated areas) by a single nt, authority or organization providing th		
Service (If this box service.):	is checked, identify the go	e unincorporated portion overnment, authority or or	of the county by a single service provide ganization providing the		
will not be		d areas. (If this box is che	incorporated boundaries, and the service cked, identify the government(s),		
will provid		ated areas. (If this box is	incorporated boundaries, and the county checked, identify the government(s),		
Other (I provider, a each service	and identify the governmen	h a legible map delineat t, authority, or other orga	ing the service area of each service nization that will provide service within		
	ice identified?	apping service areas, unn	ecessary competition and/or duplication		
arrangement	(i.e., overlapping but high	er levels of service (See C	lanation for continuing the O.C.G.A. 36-70-24(1)), overriding as or competition cannot be eliminated).		
	that will be taken to elimin		implementation schedule listing each party and the agreed upon deadline for		

Local Government or Authority:	Funding	Method:
PSON COUNTY	General Funds	
. How will the strategy change the p the county?	previous arrangements for providing	g and/or funding this service within
Providencial the City of		
Previously the City of	Inomaston and Upson Cour	ity provided some
funding to the Thomaston	n-upson County Arts Cour	icil under an informal
arrangement whereby Upse	City and County Haden	al point projects tax
on all property in the	the same county. Under	the new strategy the
funding will be handled agreement referred to in	the same way basically,	but pursuant to the
-	-	
List any formal service delivery ag		tracts that will be used to
implement the strategy for this ser	vice:	
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	Upson County	March 28, 2007 until
	City of Thomaston	March 27, 2010
TY OF THOMASTON	ore or monaston	Haren 27, 2010
see copy attached)		
	Upson County, City of	August, 2006 until
FRUTCES	Upson County, City of Thomaston, Thomaston-	August 31, 2007
See Copy attached) What other mechanisms (if any) w	on Arts Council Inc	y for this service (e.g., ordinances,
resolutions, local acts of the Gener	al Assembly, rate or fee changes, et	c.), and when will they take effect?
NONE		
	A CONTRACTOR OF THE PROPERTY O	the state of the s
Person completing form:J. ED	WARD TRICE, JR., County	Attorney
Phone number: (706) 647-18	Date completed:	
	1	
Is this the person who should be co		
government projects are consistent	with the service delivery strategy?	□Yes X No
		w: City Manager (706)647
		ty Commissioners (706)64
Mayor, City of Thomasto	n (706)647-6633	
		PAGE 2 (continued)

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

taxes, franchise taxes, impact fees, bonded indebtedness, etc.).



PAGE 2

(i.e., including all cities identify the government	ngement for this service: s and unincorporated areas) by a single
identify the governmen	s and unincorporated areas) by a single
NTY INDUSTRIAL I	at, authority or organization providing th
	of the county by a single service provide ganization providing the
	incorporated boundaries, and the service ked, identify the government(s),
	incorporated boundaries, and the county hecked, identify the government(s),
	ng the service area of each service nization that will provide service within
ing service areas, unne	ecessary competition and/or duplication
	rvice only within their eas. (If this box is chectivice: rvice only within their dareas. (If this box is convice.): legible map delineation of the convict

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.

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: UPSON COUNTY General Funds THOMASTON-UPSON COUNTY User Fees INDUSTRIAL DEVELOPMENT AUTHORITY 4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? Previously the City of Thomaston and Upson County provided funding to the Thomaston-Upson County Industrial Development Authority under an informal arrangement whereby Upson County levied a special joint projects tax on all property in the City and County. Under the new strategy the funding will be handled the same way basically, but pursuant to the agreement referred to in paragraph 5 hereinbelow. 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 BETWEEN UPSON Upson County March 28, 2007 until COUNTY, GEORGIA AND THE March 27, 2010 City of Thomaston CITY OF THOMASTON (see copy attached) 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? State of Georgia Constitutional amendment creating Thomaston-Upson County Industrial Development Authority effective 1964 7. Person completing form: J. EDWARD TRICE, JR., County Attorney Phone number: (706) 647-1842 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes XNo

If not, provide designated contact person(s) and phone number(s) below: City Manager (706)647-4242; County Manager (706)647-7012; Chairman of County Commissioners (706)647-7012;

Mayor, City of Thomaston (706)647-6633

PAGE 2 (continued)



Instructions:		
Make copies of this form and complete one for each listed on page 1. Answer each question below, attach the bottom of the page) changes, this should be report	ning additional pages as nece	essary. If the contact person for this service (listed at
County: UPSON	Service: _	ELECTRIC UTILITIES
1. Check the box that best describes the ag	greed upon delivery arr	rangement for this service:
	, identify the governme	ies and unincorporated areas) by a single ent, authority or organization providing the covided in accordance with
E	lectric Territori	lal Service Act.
Service will be provided only in the uniform (If this box is checked, identify the government):	ernment, authority or o	n of the county by a single service provider. organization providing the
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One or more cities will provide this s will provide the service in unincorporate authority or organization providing the	ed areas. (If this box is	ir incorporated boundaries, and the county schecked, identify the government(s),
Other (If this box is checked, attach provider, and identify the government, each service area.):		ating the service area of each service ganization that will provide service within
2. In developing the strategy, were overlap of this service identified? ☐Yes ☒No	pping service areas, un	necessary competition and/or duplication
If these conditions will continue under the arrangement (i.e., overlapping but higher benefits of the duplication, or reasons that	r levels of service (See	
If these conditions will be eliminated under step or action that will be taken to eliminated completing it.		an implementation schedule listing each le party and the agreed upon deadline for

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If not, provide designated contact person(s) and phone number(s) below: City Manager (706) 64 Chairman of County Commissioners (706) 647-7012; Mayor, City of Thomaston		If not, provide designated contact por Chairman of County Commiss	erson(s) and phon ioners (706)	e number(s) belo 647-7012; May	ow:City Ma	anager of Thor	(706) 647-4 maston



Instructions:				
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County:	UPSON	Service:	EMERGENCY	MANAGEMENT
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Local Government or Authority	y: Fundin	ng Method:
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Agreement Name:	Contracting Parties:	Effective and Ending Dates:
AGREEMENT BETWEEN UPSON		March 28, 2007 until
COUNTY, GEORGIA AND THE	· CITY OF THOMASTON	March 27, 2010
CITY OF THOMASTON		<u> </u>
(see copy attached)		
6. What other mechanisms (if any) v		gy for this service (e.g., ordinances, etc.), and when will they take effect?
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6. What other mechanisms (if any) versolutions, local acts of the General NONE Person completing form: J. E. Phone number: (706) 647 Is this the person who should be completed.	DWARD TRICE, JR., County Date completed:	y Attorney

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



County:	UPSON	Service: _	EMERGENCY	MEDICAL	SERVICES
1. Check the	box that best describe	s the agreed upon delivery ar	rangement for	this service:	
service pro	ovider. (If this box is cl	ntywide (i.e., including all cit hecked, identify the governm ORITY OF UPSON COUN	ent, authority o		
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	ice identified?	overlapping service areas, un	necessary com	petition and	or duplication
If these condi	tions will continue und	der the strategy, attach an exhibit higher levels of service (See	O.C.G.A. 36-7	70-24(1)), ov	erriding

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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.

PSON COUNTY	C1 F1-	
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any formal service delivery a lement the strategy for this se Agreement Name:	agreements or intergovernmental co rvice: Contracting Parties:	ntracts that will be used to Effective and Ending Dates
ERGENCY MEDICAL	Upson County	May 2007 until
VICE AGREEMENT	· Hospital Authority of	December 31, 2007
e copy attached)	Upson County	
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	will be used to implement the strate and Assembly, rate or fee changes, or	
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erson completing form:	EDWARD TRICE, JR., Count B42 Date completed: ontacted by state agencies when ever	Ly Attorney aluating whether proposed local Yes XNo Ow: County Manager (706)

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



Instruction	s:					
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County:	UPSON		Service:	EMERGENCY	TELEPHONE	(E-911)
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Local Government or Authority:	Funding Method:	
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4. How will the strategy change the pre the county?	evious arrangements for providing	ng and/or funding this service withi
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completing it.

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

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. Service: FIRE PROTECTION County: UPSON 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: X One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): UPSON COUNTY, CITY OF THOMASTON, CITY OF YATESVILLE 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 XNo 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

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or intergovernmen	tal contracts that	will be used to
or intergovernmen	tal contracts that	will be used to
ntracting Parties	: Effe	ctive and Ending Dates:
Date comp	leted:	
	TRICE, JR., (Date comp state agencies where the agencies where agencies where agencies where the agencies where agencies where agencies where agencies where the age	to implement the strategy for this ly, rate or fee changes, etc.), and w



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. **UPSON** County: Service: HOSPITAL 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.): HOSPITAL AUTHORITY OF UPSON COUNTY THROUGH UPSON COUNTY HOSPITAL, INC. a 501(c)(3) CORPORATION 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.

	Fradin	g Method:
Local Government or Authority: HOSPITAL AUTHORITY OF	USER FEES	g memou.
UPSON COUNTY	1 00211 1 2 2 0	
UFSON COUNTI		
		
4. How will the strategy change the p the county?	revious arrangements for providing	ng and/or funding this service withi
NO CHANGE		
5. List any formal service delivery ag implement the strategy for this serv	•	ntracts that will be used to Effective and Ending Dates
NONE		
resolutions, local acts of the General		
7. Person completing form: J. Phone number: (706) 647-18	EDWARD TRICE, JR., Count Date completed:	y Attorney



Instructions:

service.):

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

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: UPSON Service: INDIGENT DEFENSE 1. Check the box that best describes the agreed upon delivery arrangement for this service: X 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.): UPSON COUNTY Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the

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.):

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),

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.

Local Government or Author	ority: Funding Method:	
PSON COUNTY	General Funds, User Fees	P. A. C.
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. How will the strategy change the county?	the previous arrangements for providing and/or funding the	is service withi
No CHANCE		1.4
NO CHANGE		
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Agreement Name:	Contracting Parties: Effective and	d Ending Dates
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. What other mechanisms (if an resolutions, local acts of the Gunty has a co Council to provide lefendants.	ntract with the State of Georgia Indige gal defense services for indigent crimi	they take effec
. What other mechanisms (if an resolutions, local acts of the Grand Council to provide lessed acts of the Gran	eneral Assembly, rate or fee changes, etc.), and when will ntract with the State of Georgia Indige gal defense services for indigent crimical defense services.	they take effected they take effected they take effect they are the are they are the are they are the are they are they are they are they are they are they are the
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Instructions

listed on page	Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names isted on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at he bottom of the page) changes, this should be reported to the Department of Community Affairs.				
County: _	UPSON		Service:	JAIL	
1. Check th	ne box that best desc	ribes the agreed upon	delivery arrang	gement for this se	ervice:
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	ox is checked, ident	only in the unincorpor			single service provider.
will not		corporated areas. (If the			ndaries, and the service government(s),
will prov	vide the service in ur	ovide this service onl nincorporated areas. (oviding the service.):			ndaries, and the county he government(s),
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	ervice identified?	vere overlapping serv	ice areas, unne	cessary competiti	ion and/or duplication
arrangem	ent (i.e., overlapping	e under the strategy, g but higher levels of reasons that overlappi	service (See O.	.C.G.A. 36-70-24	
	ion that will be taken	inated under the strat to eliminate them, th			schedule listing each eed upon deadline for

	Fund	ting Method:
UPSON COUNTY	GENERAL FUNDS, USER	FEES
4. How will the strategy change the pr the county?	revious arrangements for provi	ding and/or funding this service within
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		government.
		ategy for this service (e.g., ordinances
		ategy for this service (e.g., ordinances
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resolutions, local acts of the Genera		ategy for this service (e.g., ordinances
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resolutions, local acts of the Genera	EDWARD TRICE, JR., Coun	ategy for this service (e.g., ordinances s, etc.), and when will they take effect



PAGE 2

Instructions:

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County:	UPSON	Service:	LANDFILL
1. Check the	box that best describes the	e agreed upon delivery arra	angement for this service:
service pro		ced, identify the governme	es and unincorporated areas) by a single nt, authority or organization providing the
	will be provided only in the is checked, identify the g		of the county by a single service provider ganization providing the
will not be		ed areas. (If this box is che	r incorporated boundaries, and the service cked, identify the government(s),
will provid		rated areas. (If this box is	r incorporated boundaries, and the county checked, identify the government(s),
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	ice identified?	lapping service areas, unn	ecessary competition and/or duplication
rrangement	(i.e., overlapping but high	her levels of service (See (olanation for continuing the O.C.G.A. 36-70-24(1)), overriding as 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

PSON COUNTY	General Funds	ng Method:
ISON COUNTI	General Funds	
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4. How will the strategy change the the county?	previous arrangements for providing	ng and/or funding this service within
has been partially devel of Thomaston and Upson C whereby Upson County lev in the City and County.	coped but is not operat: County provided funding vied a special joint pro Under the new strates	new jointly owned landfiling. Previously the City under an informal arrange jects tax on all property the funding will be the agreement referred
The paragraph of horizon		5 3 2
 List any formal service delivery a implement the strategy for this ser 		ontracts that will be used to
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
GREEMENT BETWEEN UPSON	Upson County	March 28, 2007 until
OUNTY, GEORGIA AND THE	City of Thomaston	March 27, 2010
ITY OF THOMASTON		1
ITY OF THOMASTON		
SEE COPY attached)		
ITY OF THOMASTON see copy attached) 5. What other mechanisms (if any) w		egy for this service (e.g., ordinances, etc.), and when will they take effect?
ITY OF THOMASTON see copy attached) 6. What other mechanisms (if any) w		egy for this service (e.g., ordinances,
see copy attached) 5. What other mechanisms (if any) we resolutions, local acts of the General		egy for this service (e.g., ordinances,
see copy attached) 5. What other mechanisms (if any) we resolutions, local acts of the General		egy for this service (e.g., ordinances,
see copy attached) 5. What other mechanisms (if any) we resolutions, local acts of the General		egy for this service (e.g., ordinances,
see copy attached) 5. What other mechanisms (if any) we resolutions, local acts of the General		egy for this service (e.g., ordinances,
See copy attached) 5. What other mechanisms (if any) we resolutions, local acts of the General NONE	ral Assembly, rate or fee changes,	egy for this service (e.g., ordinances, etc.), and when will they take effect?
See copy attached) 6. What other mechanisms (if any) we resolutions, local acts of the General NONE 7. Person completing form: J. ED	WARD TRICE, JR., County	egy for this service (e.g., ordinances, etc.), and when will they take effect?
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See copy attached) 5. What other mechanisms (if any) we resolutions, local acts of the General NONE Person completing form: J. ED	WARD TRICE, JR., County B42 Date completed: Ontacted by state agencies when ev	egy for this service (e.g., ordinances, etc.), and when will they take effect? Attorney valuating whether proposed local

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



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listed on pa	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.			at		
County:	UPSON	Serv			ENFORCEMENT	8
1. Check	the box that best desc	ribes the agreed upon delive	ery arra	ngeme	ent for this service:	
service	vice will be provided provider. (If this box c.): UPSON COUNTY	countywide (i.e., including is checked, identify the gov	all citie	s and u	unincorporated areas) by a single nority or organization providing	he
	box is checked, ident	only in the unincorporated p ify the government, authori			county by a single service provide tion providing the	er.
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authori		ANX HANKS (If this			porated boundaries, and the xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	бХ
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arrangei	ment (i.e., overlappin		e (See (O.C.G.	ion for continuing the A. 36-70-24(1)), overriding competition cannot be eliminated).
	ction that will be take				lementation schedule listing ead and the agreed upon deadline fo	

Local Government or Authority	: Funding	Method:
UPSON COUNTY	GENERAL FUNDS	
CITY OF THOMASTON	GENERAL FUNDS	
CITY OF THOMASION	GENERAL FUNDS	
How will the strategy change the the county?	previous arrangements for providing	g and/or funding this service within
NO CHANGE		
implement the strategy for this se	agreements or intergovernmental corervice: Contracting Parties:	Effective and Ending Dates:
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	will be used to implement the strates	
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resolutions, local acts of the General NONE		
resolutions, local acts of the General NONE	eral Assembly, rate or fee changes, e	

Sheriff of Upson County provides law enforcement services throughout the county including within the City of Thomaston when requested to do so by the City Police Chief. City of Thomaston provides law enforcement services only within the boundaries of the City of Thomaston. City of Yatesville does not provide law enforcement services, but the Sheriff of Upson County provides law enforcement services within the Yatesville city limits. The overlapping law enforcement services in the City of Thomaston will continue because the City wants to provide a higher level of service than that provided by the Upson County Sheriff's Department.



Instructions:

County:	UPSON	Service:	LIBRARY	SERVICES
1. Check the	box that best describes the	ne agreed upon delivery arra	angement for th	nis service:
service pro	ovider. (If this box is chec	wide (i.e., including all cities ked, identify the government COUNTY LIBRARY BOA	nt, authority or	
	x is checked, identify the	the unincorporated portion of government, authority or or		
will not be		his service only within their ted areas. (If this box is chec the service:		
will provid		nis service only within their prated areas: (If this box is on the service.):		
	and identify the governme	ach a legible map delineati ent, authority, or other organ		
In develop of this serv	rice identified?	rlapping service areas, unne	ecessary compo	etition and/or duplication
these condi	itions will continue under t (i.e., overlapping but hig	the strategy, attach an exp ther levels of service (See C hat overlapping service are	C.G.A. 36-70	-24(1)), overriding

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.

	Fund	ling Method:
PSON COUNTY	General Funds	
4. How will the strategy change the p the county?	previous arrangements for provio	ling and/or funding this service within
Previously the City of The Thomaston-Upson County Library Library County levied a specify and County. Under the same way basically, but property to the county of the county.	nomaston and Upson Coulbrary Board under an ecial joint projects the new strategy the foursuant to the agreem	inty provided funding to the informal arrangement where ax on all property in the unding will be handled the ment referred to in paragra
5. List any formal service delivery ag implement the strategy for this service.	vice:	
Agreement Name: AGREEMENT BETWEEN UPSON	Contracting Parties:	Effective and Ending Dates: March 28, 2007 until
COUNTY, GEORGIA AND THE	Upson County City of Thomaston	March 27, 2010
CITY OF THOMASTON	City of Inomaston	1101011 273 2010
(see copy attached)		9,4,52,9,4
(bee copy accached)		
		tegy for this service (e.g., ordinances, , etc.), and when will they take effect?
	DWARD TRICE, JR., Cour 1842 Date completed	
	Date completed	evaluating whether proposed local

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

5.

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Participating Agreement	Upson County Pine Mountain Regional Library System	February 3, 1989 until Cancellation with Six Months Notice
Participating Agreement	City of Thomaston Pine Mountain Regional Library System	March 7, 1989 until Cancellation with Six Months Notice



Instructions:

completing it.

County:	UPSON	Service:	MENTAL	HEALTH	FACILITY	
l. Check the	box that best describes the a	greed upon delivery arra	angement fo	r this servi	ce:	
service pro	e will be provided countywic ovider. (If this box is checked GILMORE CENTER -	i, identify the governme	nt, authority	or organiz	ation providing the	CITIZ
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will not be	more cities will provide this provided in unincorporated r organization providing the	areas. (If this box is che				
will provid	more cities will provide this the the service in unincorpora r organization providing the	ted areas. (If this box is				
	f this box is checked, attach and identify the government, e area.):					
	ing the strategy, were overlatice identified?	pping service areas, unn	ecessary cor	npetition a	nd/or duplication	
rrangement	tions will continue under the		D.C.G.A. 36	-70-24(1)),	overriding	

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

PSON COUNTY	General Funds	
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Mary place and the second		
How will the strategy change the the county?	previous arrangements for provi	ding and/or funding this service within
Previously the City of Silmore Center under an special joint projects Inder the new strategy to but pursuant to the agree	Thomaston and Upson Co informal arrangement s tax on all property the funding will be ha sement referred to in	unty provided funds to the whereby Upson County levied in the City and County. Indled the same way basicall paragraph 5 hereinbelow.
List any formal service delivery a implement the strategy for this ser	rvice:	
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
GREEMENT BETWEEN UPSON	Upson County	March 28, 2007 until
OUNTY, GA AND THE CITY	City of Thomaston	March 27, 2010
F THOMASTON	101	
5. What other mechanisms (if any) v		ategy for this service (e.g., ordinances, s, etc.), and when will they take effect?
NONE Person completing form: J. EI Phone number: (706) 647- Is this the person who should be a government projects are consistent. If not, provide designated contact.	DWARD TRICE, JR., Coun 1842 Date completed contacted by state agencies when t with the service delivery strates person(s) and phone number(s) by 7-7012; Chairman of Co	ty Attorney d: evaluating whether proposed local

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.).



Instructions:

	Answer each question be he page) changes, this shou					t person for this service (listed
County:	UPSON		Service:	PARKS	AND	RECREATION
1. Check the	box that best describ	es the agreed up	oon delivery ar	rangemen	t for th	nis service:
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will not be	more cities will provi provided in unincorp or organization provid	orated areas. (I	f this box is ch			coundaries, and the servi
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	and identify the gover					e area of each service ill provide service within
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rrangement	tions will continue un t (i.e., overlapping bu e duplication, or reaso	t higher levels o	of service (See	O.C.G.A.	36-70	
	that will be taken to					tion schedule listing eac agreed upon deadline for

Local Government or Authorit	ty: Fund	ding Method:
UPSON COUNTY		SPLOST, User Fees
	200	
4. How will the strategy change the the county?	e previous arrangements for provi	ding and/or funding this service within
No change in providing to the agreement with (hereinbelow.		vill be provided according cred to in paragraph 5
Agreement Name:	Contracting Parties:	Effective and Ending Dates: April 16, 1998 until
see copy attached)	City of Thomaston	February 23, 2008
greement Between Upson	Upson County	March 28, 2007 until
ounty, GA and City of	City of Thomaston	March 27, 2010
Thomaston		
	will be used to implement the star	ategy for this service (e.g., ordinances,
What other mechanisms (if any)	eral Assembly, rate or fee change	s, etc.), and when will they take effect?
6. What other mechanisms (if any)		s, etc.), and when will they take effect?
5. What other mechanisms (if any) resolutions, local acts of the Gen		s, etc.), and when will they take effect?
6. What other mechanisms (if any) resolutions, local acts of the Gen		s, etc.), and when will they take effect?
		e atc) and when will they take off
What other mechanisms (if any) resolutions, local acts of the Gen		s, etc.), and when will they take effect
6. What other mechanisms (if any) resolutions, local acts of the Gen	EDWARD TRICE, JR., Coun	ity Attorney
6. What other mechanisms (if any) resolutions, local acts of the Gen NONE 7. Person completing form:J E Phone number:(706) 647-	EDWARD TRICE, JR., Coun 200 Date complete contacted by state agencies when	ty Attorney d: evaluating whether proposed local
6. What other mechanisms (if any) resolutions, local acts of the Gen NONE 7. Person completing form:J E Phone number:(706) 647- 8. Is this the person who should be government projects are consister If not, provide designated contact	EDWARD TRICE, JR., Coun- -1842 Date complete contacted by state agencies when nt with the service delivery strates t person(s) and phone number(s) be 47-7012; Chairman of Co	ty Attorney d: evaluating whether proposed local



instructions.						
Make copies of this fo	rm and complete	one for each serv	ice listed on page	1, Section III.	Use exactly the	same service name
listed on page 1 Answer	er each question be	low attaching add	litional nages as ne	cessary If the	contact person fi	or this service (list

			g additional pages as nece d to the Department of Co			n for this service (listed at
County: _	UPSON	7.1	Service:	PUBLIC	HEALTH	SERVICES
1. Check t	he box that best d	lescribes the agre	eed upon delivery arr	angement f	or this ser	rvice:
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	oox is checked, id		incorporated portion nment, authority or o			ingle service provider g the
will not		nincorporated are	eas. (If this box is che			daries, and the service overnment(s),
will pro		n unincorporated	areas. (If this box is			daries, and the county e government(s),
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	service identified?		ing service areas, un	necessary c	ompetitio	on and/or duplication
arrangen	nent (i.e., overlap	ping but higher l	trategy, attach an execute of service (See overlapping service as	O.C.G.A.	36-70-24(
If these co step or ac completin	tion that will be to	eliminated under aken to eliminate	the strategy, attach them, the responsible	an implem le party and	entation the agree	schedule listing each ed upon deadline for

	Fund	ing Method:	
Local Government or Authority: UPSON COUNTY	GENERAL FUNDS		
4. How will the strategy change the j the county?	previous arrangements for provid	ing and/or funding this	service within
NO CHANGE		, W	
		28.5	
NONE	Contracting Parties:	Effective and	enaing Dates
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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. UPSON Service: ROAD! STREET MAINTENANCE County: 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.): _ UPSON COUNTY Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: None or more cities will provide this service only within their incorporated boundaries, ANNINEXXXXXXXXX authority or organization providing the service.): CITY OF THOMASTON; CITY OF YATESVILLE 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

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.

Local Government or Author	ity: Fur	ding Method:	
UPSON COUNTY		ARP PROGRAM AND COUNTY CONTI	RAC
CITY OF THOMASTON	GENERAL FUNDS, DOT-L	ARP PROGRAM	
CITY OF YATESVILLE	GENERAL FUNDS, LOST		Ų:
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5. List any formal service deliver implement the strategy for this	y agreements or intergovernmenta service:	al contracts that will be used to	
Agreement Name:	Contracting Parties:	Effective and Ending Date	es:
Agreement Name:	Contracting Parties:	Effective and Ending Date	es:
	Contracting Parties:	Effective and Ending Date	es:
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6. What other mechanisms (if any	y) will be used to implement the st	rategy for this service (e.g., ordinances, etc.), and when will they take effective and Ending Date.	es,
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6. What other mechanisms (if any resolutions, local acts of the Ge	y) will be used to implement the st	rategy for this service (e.g., ordinanc	es,
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Instructions:

listed on page	1. Answer each question be		1, Section III. Use exactly the same service name excessary. If the contact person for this service (list Community Affairs.	
County: _	UPSON	Service:	SEWAGE COLLECTION/DISPOSAL	
1. Check th	ne box that best describ	bes the agreed upon delivery ar	rrangement for this service:	
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	ervice identified?	re overlapping service areas, un	innecessary competition and/or duplica	tion
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Local Government or Auth	ority: Fund	ing Method:
UPSON COUNTY	USER FEES	
CITY OF THOMASTON	USER FEES	
CITI OF THOMASTON	USER FEES	
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sewage collection and t provides sewage collect and the City of Thomast Upson County entered in	this service or its funding. reatment services within its ion services to an unincorpor on treats the sewage for the to an agreement concerning so in the unincorporated area of hereinbelow.	corporate limits. Upson Corated area south of Thomastor County. City of Thomaston ewage collection and treatme
implement the strategy for the	Contracting Parties:	Effective and Ending Dates:
AGREEMENT	City of Thomaston and	August 25, 1995 for a
(See Attached Copy)	Upson County	perpetual term unless
		modified by the parties.
resolutions, local acts of the Resolution (copy attach Thomaston which reaffir	ed) adopted May 18, 1999 by ms the governments commitment tion and treatment services in	Upson County and City of ts to work together in
7. Person completing form:	J. EDWARD TRICE, JR., Cour	nty Attorney
Phone number: (706) 6		
3. Is this the person who should	d be contacted by state agencies when sistent with the service delivery strates	evaluating whether proposed local
If not, provide designated co Chairman of County Co (706) 647-6633	ntact person(s) and phone number(s) temmissioners (706) 647-7012;	below: City Manager (706)647- Mayor, City of Thomaston
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Instructions

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.					
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Local Government or Authority:	Funding	Method:
JPSON COUNTY	INSURANCE PREMIUM TAX	
CITY OF THOMASTON	USER FEES	
CITY OF YATESVILLE	USER FEES	
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County: _	UPSON	Se	ervice:	WATER	SUPPLY/DISTRIBUTION
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Local Government or Authorit	tv: Funding	Method:
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CITY OF THOMASTON	USER FEES	
CITY OF YATESVILLE	USER FEES	
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Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	City of Thomaston/Upson Co.	April 18, 1985 to April 2
Contract (Keadle Lumber) Contract (Clark's Chapel (City of Thomaston/Upson Co.	April 18, 1985 to April 2
Contract (Keadle Lumber) Contract (Clark's Chapel (Church) Contract (Walmead & Chobys	City of Thomaston/Upson Co. City of Thomaston/Upson Co. City of Thomaston/Upson Co.	April 18, 1985 to April 20
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AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20H day of MANCO, 2007 by and between the City of Thomaston, Georgia, (the City) and Upson County, Georgia (the County), jointly hereinafter sometimes referred to as the "Parties";

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used, facilities), the facility for the physically and mentally disadvantaged Gilmore Center), Emergency Management Agency, Industrial Development Authority, and the provision of assistance to the Thomaston-Upson Arts Council, which are collectively hereafter called the "Joint Projects"; and

WHEREAS, the Parties heretofore determined and agreed that the preferred way of funding the Joint Projects is by a single county-wide ad valorem tax levied by the County, and, pursuant to that determination, entered into a formal Agreement on June 19, 1998, (the "1998 Agreement") so providing as to the Joint Projects, as well as certain other functions that were eliminated from the Agreement by an Amendment dated May 18, 1999; and

WHEREAS, the 1998 Agreement expired by its terms on June 18, 2003; and

WHEREAS, the Amendment Agreement dated August 2003 expired by its terms in August, 2006; and

WHEREAS, the Parties have determined and agreed to again enter into a formal agreement so as to continue said method of funding the Joint Projects;

NOW, THEREFORE, in accordance with the principles embodied in Chapter 70 of Title 36 of the Official Code of Georgia, and pursuant to the intent and purposes therein expressed, and in the exercise of the powers vested in the City and County by Article IX, Section III, Paragraph I (a) of the Constitution of Georgia, City and County do hereby covenant and agree, each with the other, as follows:

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

- 1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities), the facility for the physically and mentally disadvantaged (Gilmore Center), Emergency Management Agency, Industrial Development Authority, and assistance to the Thomaston-Upson Arts Council constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.
- 1.2 The funding of the Joint Projects described in paragraph 1.1 shall be by the levy by County of a single county-wide ad valorem tax in accordance with the provisions of this Agreement.
- 1.3 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any one of the Joint Projects.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER THE JOINT PROJECTS

- 2.1 The governing bodies of the City and County shall hold a minimum of two (2) joint meetings per year. One of these meetings will be to approve annual budgets for joint projects. Other joint meeting may be scheduled as dictated by the matters needing attention, monthly if necessary, in order to consider and act upon the administration and operation of the Joint Projects.
- 2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereafter Chairman) and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.
- 2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings, in the Mayor's absence.
- 2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereafter "Commissioners") and the Council of City (hereafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the Annual budget requests should be submitted (one to the County Manager and one to the City Manager.) These annual budget requests are required to be submitted no later than September 1st of each year.

- 3.2 The County manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the proposed budget requests to the governing bodies, (for their review) no later than October 1st of each year. After all reviews are completed and any other changes made, the joint projects budgets shall be finalized and approved in a joint meeting.
- 3.3 The joint projects budgets shall be funded as provided in Article One by a single county wide ad valorem tax millage levied by the County in its separate meeting as prescribed by law.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY MANAGER AND COUNTY MANAGER

- 4.1 City agrees to authorize its City Manager to attend all Joint Meetings and to be available for professional consultation and assistance at reasonable time relative to the Joint Projects.
- 4.2 County agrees to authorize its County manager to attend all Joint Meetings and to be available for professional consultation and assistance at reasonable time relative to the Joint Projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

5.1 The responsibility for financial accounting and human resource services for these Joint Projects shall be as follows:

Airport-Accounting and all vendor payments-County Human resource services including payroll City County Recreation- Accounting and all vendor payments-- Human resource services including payroll City County - Accounting and all vendor payments Landfill - Human resource services including payroll City Archives County Library Pine Mountain Regional Library Board Gilmore Center-Gilmore Center

-4-

Industrial Authority
Emergency Management Agency
Thomaston-Upson Arts Council

Industrial Authority
County
Thomaston-Upson Arts Council

- 5.2 City shall submit to County an invoice for all city employees of the Joint Projects payroll expenditures, (wage, withholdings, benefits,) within five days of the payment thereof by City, and County shall reimburse City within five days after receipt of each invoice.
- 5.3 The Party or parties responsible for accounting and/or human resource services for one or more joint projects shall prepare line item financial reports, not less often than semi-annually, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments.

ARTICLE SIX

SCOPE OF AGREEMENT

- 6.1 This agreement shall embrace and include all of the Joint Projects hereinabove enumerated.
- 6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.
- 6.3 Any Joint Project may be terminated by the affirmative votes of three members of each governing body; however, the termination of less than all of the Joint Projects shall not terminate this Agreement as to the remaining projects.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon.

Amendments shall not become effective unless they receive no less than four affirmative votes from the Commission and four affirmative votes from the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-four hours notice of a called meeting to discuss same and then only by four affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date hereinabove set forth, and shall continue in force and effect for a period of three years from such date.

ARTICLE NINE

SEVERABILITY

9.1 The covenants, terms and provisions of this Agreement are hereby declared to be severable, and the invalidity or unenforceability of any one thereof, shall not affect the validity or enforceability of any other of the covenants, terms or provisions hereof.

IN WITNESS WHEREOF, this Agreement has been executive in multiple counterparts on behalf of the respective governments, by their duly authorized officers, as of the date first above written.

UPSON COUNTY, GEORGIA

Chairman, Board of Commissioners

(COUNTY SEAL)

CITY OF THOMASTON, GEORGIA

By: LQQ

Mayor

Attest: Denny Trutt

City Clerk

City Clerk

City Seal)

EMERGENCY MEDICAL SERVICE AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT made and entered into effective as of the ____ day of April;

2007, by and between UPSON COUNTY, GEORGIA, a political subdivision of said

State, hereinafter called "County," and the HOSPITAL AUTHORITY OF UPSON

COUNTY, a public authority of said State and County, hereinafter called "Hospital",

WITNESSETH:

THAT, WHEREAS, County and Hospital heretofore determined it to be in the public interest that the provision of Emergency Medical Services be provided directly by Hospital through personnel employed by it, or by one of its affiliated entities, and with equipment and supplies owned by Hospital or an affiliated entity, with an agreed upon amount of the costs thereof contributed by County; and

WHEREAS, the parties entered into an agreement (the "Existing Agreement") effective as of January 1, 2006, for the provision of Emergency Medical Services in Upson County, for a term ending on December 31, 2006, under which the parties have continued to operate though its term has expired; and

WHEREAS, the parties desire to novate all prior Agreements and enter into this Agreement to provide for Emergency Medical Services for Upson County for the remainder of the calendar year 2007;

NOW, THEREFORE, pursuant to the authority granted these parties by Article IX, Section II, Paragraph III, and Section III, Paragraph I of the Constitution of 1983, and

for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree, each with the other, as follows:

-1-

Hospital shall, commencing effective as of the date above set forth, and continuing through December 31, 2007, continue to operate and maintain an "Emergency Medical Services System" (hereinafter "EMS") as that term is defined in O.C.G.A §31-11-2(7), for the public in Upson County, Georgia.

-2-

Hospital shall operate the EMS on a seven day per week, twenty-four hour per day basis, without interruptions, save only those interruptions that Hospital cannot reasonably control.

-3-

Hospital shall operate the EMS in accordance with all laws and regulations appertaining thereto.

-4-

Hospital shall provide sufficient properly licensed personnel so that at least one fully staffed ambulance is available for use in the EMS at all times and shall provide such additional personnel as it, in its sole discretion, shall determine to be prudent, of which Hospital shall be the sole judge.

-5-

Hospital shall operate said EMS from one or more locations in Upson County as determined by Hospital and shall have the right, at its option, to contract with UPSON COUNTY HOSPITAL, INC., UPSON AMBULANCE COMPANY, LLC, or any of the corporations or other legal entities formed by, or affiliated with, the Hospital or with UPSON COUNTY HOSPITAL, INC., to provide the EMS herein contracted for and to assign this Agreement to any such entity.

Hospital, as owner of said EMS, shall procure and maintain such insurance on the physical properties thereof and such public liability insurance on the operation thereof, as Hospital shall deem prudent.

-7-

County, in order to enable Hospital to provide the EMS herein contracted for, covenants and agrees to pay and provide to Hospital:

A. The 2007 annual sum of \$434,966.00 shall continue to be paid in equal monthly installments of \$36,247.00, each of which shall be due and payable on or before the tenth day of each calendar month, commencing with April, 2007, through December, 2007.

B. The lump sum amount of \$8630 on the date of the execution of this Agreement, representing the additional sums due for the months of January, February, March, April, and May 2007.

-8-

Not later than the tenth day of each month during the term hereof, Hospital shall provide to County a report of activities in the form attached hereto as Exhibit "A", or in such other form and content as may be, from time to time, mutually agreed upon.

-9-

County shall have no other responsibilities for, nor control over, the operation of the EMS, other than those set forth in this Agreement, and all income derived from the operation of the EMS shall be that of the Hospital.

-10

In the event that, during the term hereof, the laws or regulations governing the minimum requirements necessary to operate an EMS are changed so as to increase the number of licensed personnel required on-board an ambulance, or so as to mandate that more than one properly staffed ambulance be available at all times, then, and in such event, Hospital shall, upon sixty (60) days prior written notice to County (or such lesser time as exists between the publication of such new requirements and their effective date), have the right to terminate this Agreement, unless, prior thereto, County and Hospital shall have amended this Agreement so as to provide a mutually satisfactory means of meeting the additional costs of complying with such new requirements.

-11-

The terms and provisions hereof shall be binding upon the parties hereto, their successors and assigns.

-12-

It is understood and agreed that Hospital is an independent contractor, and County shall not be liable or responsible for the acts of the persons employed in the operation of the EMS.

-13-

It is the intention of the parties hereto that the payments by County are intended to help pay the costs of the operation of the EMS, and are not intended to, in effect, enable Hospital to generate a profit from the operation of the EMS. Hospital shall have its independent auditors prepare a Profit and Loss Statement for the EMS for each calendar year covered by this Agreement, and in the event that such Statement reflects a profit, Hospital shall, within thirty days following the receipt of such Statement, refund to County a sum equivalent to the amount of profit shown on such Statement, not, however, to exceed the total of County's payments to hospital hereunder.

-14-

This contract constitutes the entire agreement of the parties, all prior agreements being hereby novated. This Agreement may be amended or modified

only in writing and with the approval of the official governing bodies of each of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, by their duly authorized officers, as of the day and year first above written.

UPSON COU	NTY, GEORGI	A (SEAL)
BY: SLEN COLL	INS, CHAIRMA	(SEAL)
ATTEST: COUN	TY CLERK	(SE
	1 11	
HOSPITAL AUTH UPSON COUNTY (
BY:		(SEAL)
CHAIRMAN		
Attest:	24	
SECT	RETARY	

hospitalambulance county contracts/long term contract with county/2007 1 year contract with county

Upson Regional Medical Cent Stats for the Year of 2006	er EIVIS
	1-
Call Types	
	January
Total Calls of all Types	49
Total Galle Grain Types	10.
Billable	
Emergency	1
911 Calls	205
Hospital to Hospital Transfers	3
Helicopter Flights from Scene	1
Helicopter Flights from Hospital	6(nonbill
Trencopter Flights from Flospital	O(HOHIDIII
Non Emergency	-
Non Emergency	- 0
Non Emergency Transports	20
Discharge From URMC	74
Total Patients Transported	348
Non Billab	
No Transports	4
DOAs	
Patient Assist	
No Patient Contact	
Cancelled Enroute	1
Helicopter No Transport	
Back Up (other trucks)	-
	-
Structure Fires	
Public Events	(
Total Non Billable Runs	58
Total Patient Contacts	407
Total Patient Contacts	407
	-
	15
Calls from 911 205	
No Transports 45	
Structure Fires 1	
Public Events 0	
ubild Everits 0	
f you have any question please	contact
ne.	ooi itaot
Richard E. Lee	1
706-647-8111 ext380	-
00-047-0111 ext300	

AGREEMENT FOR CULTURAL SERVICE

THIS AGREEMENT for cultural services, made and entered into this 28 day of _________, 2007, by and between the CITY OF THOMASTON, GEORGIA, a municipal corporation, (hereinafter referred to as "City"), and the COUNTY OF UPSON, GEORGIA, (hereinafter referred to as "County"), and the THOMASTON-UPSON ARTS COUNCIL, INC., a Georgia non-profit corporation, having it principal place of business in Thomaston, Georgia (hereinafter referred to as "TUAC").

WITNESSETH:

WHEREAS, the City and County desires to provide cultural services to their citizens, and

WHEREAS, TUAC is willing to provide cultural service for the citizens and assist the City and County in this endeavor.

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

1.

TERM. The term of this Agreement shall be from January 1, 2007 through December 31, 2007.

2

SERVICES PROVIDED. During the term of this Agreement TUAC shall provide the citizens of the City and County cultural arts programs to include but not limited to as follows:

- Maintain office and gallery open to all citizens.
- Present talent shows and plays.
- Engage and present musical and drama performances.
- Provides programs for local schools to assist school's students in appreciation and in developing cultural arts.
- Sponsor during school summer break "kid's art camp".
- Promote cultural arts through the community.
- Annual recognition of plaques and scholarship to select student of the county school system.

3.

The City and County agree to assist TUAC in funding their annual budget each year; the amount for the year 2007 of this Agreement shall be Twenty Thousand Dollars (\$20,000). TUAC will present their budget request annually to the joint bodies (City and County).

4

TUAC shall fund their budget in addition the City-County funds through admission charges for plays, performances, membership dues, corporation sponsorships, individual and corporate gifts, grants and other fund raising projects approved by TUAC Board of Directors.

5.

TUAC membership is open for all by payment of annual dues set by TUAC.

6

TUAC shall act as the rental agent of the R. E. Lee Auditorium. Monies collected by TUAC will be retained by TUAC for their services as the rental agency. TUAC as the rental agent shall handle all schedules for auditorium use, set prices and fees for users, and prepare use contracts, and collect fees from users.

Governments and schools will not be charged any fees; however they must schedule use of the auditorium with TUAC.

In consideration for serving as the auditorium rental agent TUAC will not incur any fees for use of the auditorium.

CITY OF THOMASTON

Mayon

Attest:

City Clerk

President

Attest:

Secretary-Treasurer

COUNTY OF UPSON

County Commission Chairman

A HANN-

County Clerk

AGREEMENT FOR RECYCLING SERVICES

THIS AGREEMENT for recycling services, made and entered into this 28th day of _________, 2007, by and between the CITY OF THOMASTON, GEORGIA, a municipal corporation, (hereinafter referred to as "City"), and the COUNTY OF UPSON, GEORGIA (hereinafter referred to as "County"), and the GILMORE CENTER, INC. a Georgia non-profit corporation, having it principal place of business in Thomaston, Georgia (hereinafter referred to as the "Gilmore Center").

WITNESSETH:

WHEREAS, the City and County desires to provide recycling services to their citizens, and

WHEREAS, the Gilmore Center is willing to provide recycling services for the citizens and assist the City and County in this endeavor.

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

1.

TERM. The term of this Agreement shall be from January 1, 2007 through December 31, 2007.

2

SERVICES PROVIDED. During this Agreement the Gilmore Center shall provide the citizens of the City and County recycling services to include but not limited to as follows:

- Provide collection areas for recycling goods.
- Collect from collection areas, the recyclable goods and transport to the Gilmore Center.
- To receive from citizens recyclable goods at the Gilmore Center.
- To dispose of all goods collected in accordance with all government regulations.
- Develop and implement an on going public information plan to inform the citizens of the recycling program.

3.

In consideration of providing the recycling services, the City and County agree to assist the Gilmore Center in their 2007 annual budget in the amount of \$100,000. The Gilmore Center will present their budget request annually to the joint bodies (the City and County).

CITY OF THOMASTON

COUNTY OF UPSON

COMMISSION CHAIRMAN

12.4

City Clerk

GILMORE CENTER

PRESIDENT

Secretary

- Barner

ANIMAL CONTROL AND SHELTER AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this the 18 day of 2007 day, 1999, by and between UPSON COUNTY, GEORGIA, (hereinafter "County") a political subdivision of said state and the CITY OF THOMASTON, a municipal corporation (hereinafter "City");

WITNESSETH:

THAT, WHEREAS, heretofore on the 22nd day of March, 1985, County and City entered into a *JOINT ANIMAL SHELTER AGREEMENT* pursuant to which the parties hereto jointly constructed, and agreed to the funding of the operation and maintenance of, a joint animal shelter (hereafter the "Shelter") on a portion of the land conveyed to County by deed of Myrtice C. Nelson, et al, of record in Deed Book 101, page 242, in the Office of the Clerk of the Superior Court of said county, which land is owned by County; and

WHEREAS, as a part of the series of agreements between these parties under Title 36, Chapter 70, Article 2 of the Official Code of Georgia, commonly referred to as House Bill 489, the parties have agreed to supersede said prior agreement with this Agreement;

NOW, THEREFORE, in furtherance of the objectives of said Article 2, and the public interest, the parties do hereby agree, each with the other, as follows, to-wit:

-1-

The parties shall continue to jointly use the Shelter for their animal control programs, and each party shall have equal access to the facility.

-2-

County shall pay all of the costs of the operation, maintenance and repair of the Animal Shelter by virtue of a county wide ad valorem tax to be levied by county both within and without

the limits of City, which costs shall include the payment of utilities and physical damage insurance.

-3-

County shall provide a manager of the facility for a minimum of forty hours per week, whose responsibility it shall be to receive, feed, care for, process adoptions of, and, when necessary, euthanize and dispose of the animals delivered to the Shelter by the animal control personnel of each party, all of which shall be a part of the costs of operation referred in paragraph -2- above.

4-

County shall be responsible for the maintenance and upkeep of the grounds surrounding the Shelter.

-5-

County shall be entitled to receive any fees due for adoption of all animals, as well as any other fees resulting from the keeping of animals in the Shelter.

-6-

Each party shall have unrestricted access to the Shelter at all times, specifically including times when the manager is unavailable.

-7-

City, and County when requested to do so by City in emergency situations, shall be responsible for the collection and delivery to the Shelter of animals from within the corporate limits, and County shall have the responsibility for the collection and delivery to the Shelter of animals outside of City's corporate limits. The cost of collection and delivery of any animal within the City by the County shall be paid for from the ad valorem taxes levied by County from within and without the City as set forth in paragraph 2 hereinabove.

City agrees that if it requests County to provide animal collection services within its corporate limits it will appoint the County Animal Control officers to enforce the City Animal Control ordinance.

-9-

County shall operate the Shelter, and care for the animals therein, in accordance with any mandatory provisions of law applicable thereto.

-10-

The Agreement shall commence upon the execution hereof, and shall continue in force and effect for a period of twenty years; provided, however, either party shall have the right to terminate this agreement as of any December 31st, by giving to the other written notice of its intention to terminate on or before the preceding July 1st.

-11-

In the event that either party terminates this agreement, or if upon its expiration, no new joint animal control agreement is entered into, then County agrees that if it elects to operate an animal control program outside the corporate limits of City, it shall not fund the operation of such animal control program from funds generated from within the corporate limits of City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, under seal, in duplicate counterparts, on the day and year first above written.

UPSON COUNTY, GEORGIA BOARD OF COMMISSIONERS

BY:

ED CREWS, Chairman

ATTEST

LERK AND COUNTY ADMINISTRA

(SEAL)

CITY OF THOMASTON

ATTEST: Philip B. Obiola (SEAL)

BUILDING CODES AND ZONING ADMINISTRATION AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this the _______ day of ________, 1999, by and between UPSON COUNTY, GEORGIA, (hereinafter "County") a political subdivision of said state and the CITY OF THOMASTON, a municipal corporation (hereinafter "City");

WITNESSETH:

THAT, WHEREAS, County and City have for several years prior hereto, by an informal agreement, administered their building code inspection and enforcement functions and zoning administration jointly, utilizing one office and common administrative and professional personnel, and have recently funded the same through a single county wide ad valoren tax levied by County; and

WHEREAS, as a part of the series of agreements between these parties under Title 36, Chapter 70, Article 2 of the Official Code of Georgia, commonly referred to as House Bill 489, the parties have agreed to continue to administer their building code inspection and enforcement functions and zoning administration through the use of one office with common administrative and professional personnel pursuant to this formal agreement;

NOW, THEREFORE, in furtherance of the objectives of said Article 2, and the public interest, the parties do hereby agree, each with the other, as follows, to-wit:

-1-

County shall provide, at its expense:

(i) Adequate office space in a building owned or controlled by County to house the office of building code enforcement and zoning administration, and shall be responsible for equipping such office with furniture, office equipment and supplies, and phones, as

well as for the maintenance, costs of operation, utility charges, and upkeep of such office space.

- (ii) At least one full-time clerk-secretary, two full-time building code enforcement officials, and one full-time zoning administrator who shall be responsible for code enforcement and zoning administration in County, equally within and without the limits of City. The City Manager shall consult with the Zoning Administrator and/or Building Officials when needed as to any zoning issues and/or building codes involving property inside the limits of the City.
- (iii) Motor vehicles sufficient in number to provide each official with a work vehicle, together with the fuel, maintenance, insurance and upkeep of such vehicles.

-2-

County shall be entitled to receive, and apply toward its obligations hereunder, all building permit fees and inspection fees required to be paid under the building codes of both County and City, and shall generate the remainder of the funds necessary to meet its obligations hereunder by a county wide ad valorem tax to be levied by County both within and without the limits of City.

-3-

In the event that County elects to provide any personnel, such as a county zoning administrator or building code enforcement official, in said office whose responsibilities are limited to that portion of the County outside the limits of City, then, commencing as of the beginning of the next calendar year, all expenses for such personnel shall be provided by County from funds generated other than by taxation on property or persons located within the corporate limits of City.

Each party shall be separately responsible for creating and appointing any appellate bodies necessary to hear and determine appeals from decisions of the building code and zoning officials referred to herein and shall each, respectively, pay the costs of any such appeals or litigation arising therefrom, from funds derived solely from the territory embraced within their exclusive jurisdiction under such codes and zoning authority.

-5-

This Agreement shall commence upon the execution hereof, and shall continue in force and effect for a period of twenty years; provided, however, either party shall have the right to terminate this agreement as of any December 31st, by giving to the other written notice of its intention to terminate on or before the preceding July 1st.

-6-

In the event that either party terminates this agreement, or if upon its expiration, no new building codes and zoning administration agreement is entered into, then County agrees that if it elects to operate a building codes and\or zoning administration program outside the corporate limits of City, it shall not fund the operation of such program, or any part thereof, from funds generated from within the corporate limits of City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, under seal, in duplicate counterparts, on the day and year first above written.

UPSON COUNTY, GEORGIA BOARD OF COMMISSIONERS

BY:

ED CREWS, Chairman

ATTEST.

COUNTY ADMINISTRATOR

(SEAL)

CITY OF THOMASTON

ATTEST: CLERK (SEAL)

Lewage Callection

AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT made and entered into on this the 25th day of Acyust, 1995, by and between the CITY OF THOMASTON, a municipal corporation (hereafter "City"), and UPSON COUNTY, GEORGIA, (hereafter "County") a political subdivision of said State;

WITNESSETH:

THAT, WHEREAS, the parties hereto, desiring to make available sewage transportation facilities (hereafter "Facilities") to the jointly owned and operated THOMASTON-UPSON COUNTY AIRPORT, and to the industrial plants in proximity thereto, which Airport and industrial plants are located outside the corporate limits of City, developed a plan to finance the construction of the Facilities as well as the acquisition of the property and easements therefor, (the Facilities, property and easements being herein sometimes collectively referred to as the "Project"), which plan included the application by City for a loan from the GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY (hereafter "GEFA"), an Economic Improvement

Grant from the Georgia Department of Community Affairs (hereafter "EIP" Grant), an application to the U. S. Department of Commerce for a grant under the Flood Recovery Act (hereafter "EDA" Grant), as well as to request that the industries owning property near the Airport make contributions toward the Project; and

WHEREAS, City owns and operates both a sewage collection system and multiple treatment plants, one of which plants will be used to treat the waste waters transported by the Facilities, as a consequence of which City was qualified to apply for said Loan and both of said Grants to pay the costs of the Project; and

WHEREAS, the total costs of the Project are estimated to be \$970,000.00; and

WHEREAS, City applied for, and was granted, a loan from GEFA in the initial principal amount of \$970,000, (hereafter "Loan") which is identified as GEFA Contract\Project No. 94-L10WQ, the loan documents relative to which City will execute during the months of July and August, 1995, thereby obligating itself to repay said Loan in accordance with the terms of the loan documents, the terms of which documents each of the parties hereto have fully reviewed and understand; said documents, including the provisions allowing adjustments in the amount of the Loan resulting from capitalizing interest as therein provided for, are hereby incorporated into this agreement as fully as if they were set forth herein in full; and

WHEREAS, City applied for, and has been granted both an EIP Grant in the amount of \$250,000.00, and an EDA Grant in the amount

of \$620,000.00; and

WHEREAS, it has been determined by the parties hereto that installation of the Facilities will promote the growth and development of valuable improvements on the properties which have access thereto, thereby enhancing the tax base of County and resulting in increased revenues to it, as well as providing a valuable new amenity to an area of the County; and

WHEREAS, in order for City to qualify for the Loan and Grants to acquire, construct and install the Project, the Project must be owned by City; and

WHEREAS, County has received, as of this date, \$175,000 in grants from Quad\Graphics, Inc. all of which is to be applied toward the costs of the Project; and

WHEREAS, County has already acquired, and holds good title to, all of the property and easements necessary for the construction and installation of the Project; and

WHEREAS, the parties have determined that it is in the interest of the citizens of each that the Facilities be installed, that they be owned by City as provided for herein, and that County, in consideration of the benefits flowing to it, and its citizens, hereunder, in accordance with the terms hereinafter set forth, grant to City, subject to the limited right to re-acquire a portion of the same as hereinafter provided, the property and easements acquired by it for the installation and construction of the Facilities, and grant to City the right to extend, own, maintain and operate the Facilities in County outside City's corporate

limits;

NOW, THEREFORE, the premises considered, and in consideration of the benefits flowing to the parties hereto and the citizens of each, the parties do hereby agree:

ARTICLE I

CONSTRUCTION OF AND PAYMENT FOR THE FACILITIES

- 1.1 The Facilities shall be constructed in accordance with the plans and specifications therefor prepared by TM Corporation Engineers, being denominated as City of Thomaston Contract S-8 AIRPORT OUTFALL, County shall convey to City the property and easements acquired by it for the construction and installation of the Facilities by deed, a copy of which is attached hereto as Exhibit "A", and City shall cause to be constructed and installed therein and thereon the Facilities, which said easements, property and Facilities shall be owned by City.
- 1.2 The costs of the Project shall be paid by applying to such costs (i) all of the funds made available therefor to these parties by any private donors, specifically including the funds provided by Quad\Graphics, Inc., (ii) all of the funds obtained by either of the parties hereto through grants of any kind obtained for the Project, specifically including the EIP Grant and the EDA Grant, and (iii) applying a sufficient amount of the Loan to pay the balance, if any, of the Project costs.
- 1.3 City covenants to use such portion of the Loan as is necessary, as a construction loan, to pay the costs of the

construction, and related costs, of the Project.

- 1.4 City further covenants and agrees to apply both the EIP Grant and the EDA Grant, to the extent necessary, to pay the costs of the Project, including the repayment of any of the Loan actually received by City.
- 1.5 In the event that the total amount of private and public grants actually received is insufficient to pay the costs of the Project, the Loan will be used to pay such deficiency.

ARTICLE II

USE OF THE FACILITIES

- 2.1. County shall have the right, under policies set and determined by County, to grant to such users as it shall select, the right to discharge into the Facilities up to, but not in excess of, sixty-eight thousand (68,000) gallons of effluent per day.
- 2.2 Subject only to the rights of County set forth in Section
 2.1, City shall have the right to control the use of the
 Facilities.
- 2.3 City shall have the right to set the policies determining the manner in which taps are physically made into the Facilities, including the right to require that only City personnel shall have the right to make such taps. Subject to the rights of County set forth in Section 2.1, City shall have the right to determine the total daily volume of waste waters that shall be allowed to be introduced into the Facilities, and shall have the right, by whatever means it deems to be most prudent, to thus limit the

volume being introduced into the Facilities.

- 2.4 The parties agree, however, that the initial users of the facilities shall be the Thomaston-Upson County Airport, Quad\Graphics, Inc. and DeSter Corporation.
- 2.5 City shall honor the agreements made with those persons who conveyed to the County property or an easement(s) for the Project in consideration of the right to a tap into the line and a meter, without charge, but use by such persons shall be subject to normal user fees.

ARTICLE III

CHARGES AND RULES RELATIVE TO USE OF THE FACILITIES

- 3.1 All fees relative to the use of the Facilities shall be set and determined by City, including the cut-in fees and sewer use charges, all of which shall be collected by City, and shall be City funds.
- 3.2 All rules and regulations governing the content of any discharge into the facilities shall be set and determined by City, and City shall have the right to disconnect any user who violates such rules and regulations.

ARTICLE IV

COUNTY LIABILITY FOR THE LOAN

4.1 In the event that the combined public and private grants received by these parties is insufficient to pay the full costs of the Project, and all, or any portion of, the Loan is used to pay

such costs, County covenants and agrees to repay the portion of the Loan thus used, in full, as the same falls due, and agrees to indemnify and hold City harmless therefrom.

4.2 County shall not be obligated to make any payment toward the costs of maintenance and operation of the line.

ARTICLE V

TEMPORARY TREATMENT OF EFFLUENT

- 5.1 The parties hereto have committed to provide to Quad\Graphics, Inc. treatment of the effluent from its new plant located north of the said Airport as of the date of commencement of operation of said plant, and in the event the Facilities are not completed by that date, County agrees that it will procure tanks for the temporary storage of such effluent, and will arrange for the hauling thereof to such point on City's sewer system as City determines to be the appropriate place to introduce such effluent into City's sewer system.
- 5.2 The costs of the tanks, storage and hauling of effluent provided for in Section 5.1 shall be paid from the public and private grants received by the parties hereto for the Project to the extent that any portion of such grants remain after payment, in full, for the Project.
- 5.3 County agrees to pay all costs for said tanks, storage and hauling not paid pursuant to Section 5.2.
- 5.4 City shall charge Quad\Graphics, Inc. for treatment of said effluent which fees shall be City funds and shall not be

applied to the costs incurred under this Article.

ARTICLE VI

LIMITED RIGHT OF COUNTY TO ACQUIRE A

PORTION OF THE PROJECT

- 6.1 City, in consideration of the grant by County to it of the property and easements, and the mutual agreements herein contained, hereby grants unto County the right and option to acquire from City a portion of the Project, as described in this Article, and subject to the terms and conditions set forth in this Article.
- 6.2 County shall have the right to require City to convey to County any portion of the Facility then located outside City's corporate limits, that will drain in the direction of its original design, without mechanical assistance, into any sewage treatment facility hereafter owned and operated by County; provided that City shall not be required to convey any portion of the Facility that would result in rendering any portion of the remainder of the Facility disfunctional.
- 6.3 The right of County to require the conveyance provided for in this Article is subject to any limitations set forth in any of the Grant agreements herein referred to, and the GEFA Loan, it being agreed however that each party will endeavor to seek waivers of any restrictions in said Grants or Loan if County does request a conveyance under this Article.
 - 6.4 The right of County to require the conveyance provided

for in this Article shall also be subject to any contrary provisions required to be set forth in any agreements or indentures entered into by City in connection with any bonds issued relative to the City utility systems, City hereby agreeing that it will, in good faith, attempt to include in any such documents an exception specifically authorizing the conveyance provided for in this Article, and will insist thereon unless the same would adversely impact the rate of interest City would be required to pay on said bonds.

ARTICLE VII

GENERAL

- 7.1 County expressly grants to City the right to locate said Facility and to provide sewer services available by the use of said Facility within Upson County outside City's corporate limits, which grant is perpetual.
- 7.2 The parties agree that neither of them will knowingly take any action that will permit the discharge into the Facilities of any waste water in violation of the laws and regulations applicable thereto.

ARTICLE VIII

ARBITRATION

8.1 Disputes between these parties arising out of this Agreement shall, unless amicably resolved between the parties, be resolved by arbitration in accordance with the rules of arbitration of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, in duplicate counterparts, on the day and year first above written.

CITY OF THOMASTON (SEAL)

BY: Sale Eleve (SEAL)

ATTEST: Philip B. Abook (SEAL)

UPSON COUNTY, GEORGIA (SEAL)

CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: / CALL)

JAIL FACILITIES USE AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT made and entered into by and between the political subdivision of UPSON COUNTY, GEORGIA, acting by and through its governing authority, the Board of Commissioners, hereinafter referred to as the "County", and the CITY OF THOMASTON, GEORGIA, a political subdivision, acting by and through its governing authority, the Mayor and Council, hereinafter referred to as the "City"; and

WHEREAS, this Agreement is made and entered into pursuant to the authority granted to the parties under the provisions of ARTICLE 9, § 3, PARAGRAPH I of the 1983 Constitution of the State of Georgia; and

WHEREAS, the parties have reached an agreement whereby the Sheriff of Upson County, Georgia, shall, under the terms and conditions hereinafter provided, have the use, and assume total control over the operation and management, of all of the jail facilities of the City located at 613 North Church Street, Thomaston, Georgia, so that during the term of this Agreement said facilities shall become a part of the common jail facilities of the County, and are desirous of reducing the terms and conditions of that agreement to writing.

NOW THEREFORE, in consideration of the premises, the mutual covenants and promises of the parties herein contained, it is agreed as follows:

WITNESSETH:

-1-

On the effective date hereof the use, management and control of said jail facilities of the City shall be transferred to the exclusive use and control of the Sheriff of Upson County, Georgia, so as to become a part of the common jail facilities of the County and to be used as the Sheriff of Upson County shall elect.

-2-

The Sheriff of Upson County, Georgia, shall, on the effective date hereof, become the jailer of the City of Thomaston, Georgia, acting by the designation of the Chief of Police of the City of Thomaston pursuant to the authority provided by OCGA Sec. 42-4 1(b), with the approval of the governing authority of said

municipality, and shall assume exclusive control over the operation and management of all of the jail facilities of the City located at 613 North Church Street, Thomaston, Georgia.

-3-

In consideration of the assumption of the exclusive control over the jail facilities of said City, and the use thereof, the County and the Sheriff shall provide the following:

- (a) Space and facilities for all city prisoners delivered over to the Sheriff for confinement and incarceration by the law enforcement officers of the City during the term of this Agreement.
- (b) The maintenance of jail facilities for the confinement and incarceration of all city prisoners, under the same conditions, and with the same duties and responsibilities required of the Sheriff for prisoners arrested and confined under state authority.
- (c) Booking and bonding services for all city prisoners placed in the custody of the Sheriff during the term of this Agreement.
- (d) The maintenance and preservation of all records required and necessary for the proper operation of a jail facility, specifically including all such records as may be required by any applicable state or federal law or regulation.

-1-

The jail facilities of the City shall be placed under the control and supervision of the Sheriff of Upson County, free of all rental and other charges, but the County shall pay all utility expenses, except for water services, incurred for the operation of such jail facilities. It is further agreed by the parties that should the water and hot water distribution systems, including the equipment necessary thereto, providing services to said jail facilities and the other jail facilities of the County need repairs or replacement during the term of this Agreement, all costs and expense for such repairs or replacements shall be equally divided between the parties.

of said City, and in his capacity as the designated jailer of the City, the Sheriff shall be an independent contractor and not the agent or employee of the City or its Chief of Police. While serving in said capacity, the Sheriff shall not be subject to the control or direction of the City or its Chief of Police.

-6-

The City shall pay to the County, on a monthly basis, the actual costs of providing meals and necessary medical treatment, including prescription drugs, for city prisoners. The Thomaston Police Department will provide, when required, personnel for any necessary supervision or guard services for city prisoners undergoing medical treatment. For the purposes of this Agreement, the term "city prisoners" shall be deemed to mean those individuals confined in the jail facilities of the Sheriff of Upson County, Georgia, under the following circumstances:

- (a) Those arrested by the law enforcement officers of the City of Thomaston for violations of ordinances of the City, and confined to jail awaiting trial.
- (b) Those sentenced to a period of jail confinement after conviction for ordinance violations by the Municipal Court of the City.
- (c) Those taken into custody by the law enforcement officers of the City and delivered over to the Sheriff for confinement without the issuance of a state criminal warrant.

-7-

This Agreement shall become effective on January 1, 1995.

- 8-

This Agreement shall continue in effect for a period of fifty (50) years from the effective date hereof, but shall be subject to cancellation by either party, for any reason, at any time, with or without cause. Such cancellation shall be effectuated by either party providing to the other a ninety day written notice of the intention to cancel same. Upon the providing of such written notice, this Agreement shall continue of force and effect for a period of ninety days from the date of the receipt of such notice, and thereafter shall be of no further force or effect. At the end of the term of this Agreement, the Sheriff shall return said city jail facilities to the use and control of the City in as good a condition as same exist on the date hereof, normal wear and tear only excepted.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have executed this Agreement, in duplicate originals, so as to become effective as of January 1, 1,995.

This the 21st day or December, 1994.

UPSON COUNTY, GEORGIA (SEAL)

Trvin Hendricks, Chairman Board of Commissioners

Attest:

Kakeitha Reeves, Clerk

Board of Commissioners

This the 3nd day of Januar

CITY OF THOMASTON, GEORGIA

(SEAL)

Phillip B. Adcock, Clerk

City of Thomaston

DESIGNATION OF JAILER FOR CITY OF THOMASTON, GEORGIA

Pursuant to the authority provided by OCGA Sec. 42-4-1(b), the undersigned Chief of Police of the City of Thomaston, Georgia, acting with the approval of the governing authority of said municipality, does hereby designate and appoint the Sheriff of Upson County, Georgia, as the official jailer of the City of Thomaston for and during the term of that certain "JAIL FACILITIES USE AGREEMENT", to become effective on January 1, 1995, entered into between Upson County, Georgia, and the City of Thomaston, Georgia, relative to the jail facilities of said municipality.

Effective as of the 1st day of January, 1995.

Tony McCard, Chief
City of Thomaston Police Department

CONTRACT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this 2/2 day of march, 1986, by and between the CITY OF THOMASTON, GEORGIA, a municipal corporation, hereinafter called "City" and UPSON COUNTY, GEORGIA, hereinafter called "County",

WITNESSETH:

THAT, WHEREAS, City currently has the capacity to treat a greater quantity of water than is required for use by its citizens within its corporate limits; and

THAT, WHEREAS, County has no water treating facilities; and

WHEREAS, Walmead, Inc., and Choby's, Inc., d/b/a Georgia's King Catfish, is erecting a fish processing facility on the northerly side of West Moores Crossing Road in Upson County, outside the municipal limits of City, which facility will provide new employment opportunities for the citizens of this community, and which facility requires considerable amounts of potable water, and has requested that City supply water to it outside City's corporate limits; and

WHEREAS, City has determined to grant such request upon the payment of certain sums by said company and City has determined that the most feasible method by which such service can be accomplished is by the extension of a main, of sixteen inches in diameter or larger, from the present water main owned by the City of Thomaston which terminates near the intersection of West Moores Crossing Road and East Moores Crossing Road, along the northerly side of West Moores Crossing Road to the property of said company, and

WHEREAS, such main will make available a supply of water sufficient to provide water service to other users in said vicinity outside the corporate limits of City; and

WHEREAS, Article IX, Section II, Paragraph III of the Constitution of Georgia provides that the distribution of water by City outside its limits and within the limits of County may be accomplished only by contract between City and County; and

WHEREAS, County desires that water be made available to its citizens:

NOW, THEREFORE, for the purpose of complying with the mandate of said constitutional provision, City and County do hereby covenant and agree, each with the other, as follows:

- 1. County agrees that City may install the water main hereinabove referred to and may upon request of the affected person, serve therefrom, at the sole option of City, any property located within 500 feet from any point on said water main.
- 2. The rights and privileges herein conferred upon City may be exercised by City, at its option, at any time from the date hereof to and including the fiftieth anniversary of the execution of this contract as is authorized by Article IX, Section III, Paragraph I of the Constitution of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by their duly authorized officers, under seal, on the day and year first above written.

CITY OF THOMASTON (SEAL)

BY: (Lalas EKansly (SEA

ATTEST: Let to Cecu (SEAL)

Signed, sealed and delivered by City on the 2/5 day of March, 1986, in the presence of:

Geraldin S. Walker

Pail H. Hammock Notary Public, Upson County, GA. Commission Expires: 3-14-87

UPSON COUNTY, GEORGIA (SEAL)

BY: SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTESTED AND SPREAD UPON THE MINUTES OF THE BOARD OF COMMISSIONERS

CLERK, BOARD OF COMMISSIONERS

Signed, sealed and delivered by County on the 2/ day of Mark, 1986, in the presence cf:

Charlette m D. . . . kis

CONTRACT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this Lova day of of the control of the c

WITNESSETH:

THAT, WHEREAS, City currently has the capacity to treat a greater quantity of water than is required for use by its citizens within its corporate limits; and

THAT, WHEREAS, County has no water treating facilities; and

WHEREAS, Clark's Chapel Church, located on Mathis Lake Road in County and outside the municipal limits of City, is experiencing great difficulty in obtaining potable water, and has requested that City supply water to it outside City's corporate limits; and

WHEREAS, City has determined to grant such request upon the payment of certain sums by said Church and City has determined that the most feasible method by which such service can be accomplished is by the extension of a main, of six inches in diameter or larger, from the present southern boundary of the corporate limits of City, on U. S. Highway 19 South, along the westerly boundary of said highway and continuing along the westerly boundary of Mathis Lake Road to the property of said Church, and

WHEREAS, such main will make available a supply of water sufficient to provide water service to other users in said vicinity outside the copporate limits of City; and

WHEREAS, Article IX, Section II, Paragraph III provides that the distribution of water by City outside its limits and within the limits of County may be accomplished only by contract between City and County; and

WHEREAS, County desires that water be made available to its citizens;

NOW, THEREFORE, for the purpose of complying with the mandate of said constitutional provision, City and County do hereby covenant and agree, each with the other, as follows:



- 1. County agrees that City may install the water main hereinabove referred to and may upon request of the affected person, serve therefrom, at the sole option of City, any property located within \(\sum_{0} \textstyle 0 \) feet from any point on said water main.
- 2. The rights and privileges herein conferred upon City may be exercised by City, at its option, at any time from the date hereof to and including the fiftieth anniversary of the execution of this contract as is authorized by Article IX, Section 3, Paragraph I of the Constitution of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by their duly authorized officers, under seal, on the day and year first above written.

	CITY OF THOMASTON (SEAL)
	BY: Kalas E Kenly (SEAL)
	MAYOR
λ	CLERK (SEAL)
Signed, sealed and delivered by gity in the presence of:	
Dudlin A. Walker	
Dail H. Hammock	
Notary Public, Upson County,	GA.
Commission Expires-3-14-87	UPSON COUNTY, GEORGIA (SEAL)
	BY: ALL (SEAL) CHAIRMAN, BOARD OF COMMISSIONERS
A	CLERK, BOARD OF COMMISSIONERS
Signed, sealed and delivered	
by County in the presence of:	

Harra Q & love.

CONTRACT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this B day of 1985, by and between the CITY OF THOMASTON, GYORGIA, a municipal corporation, hereinafter called "City" and UPSON COUNTY, GEORGIA, hereinafter called "County",

WITNESSETH:

THAT, WHEREAS, City currently has the capacity to treat a greater quantity of water than is required for use by its citizens within its corporate limits; and

THAT, WHEREAS, County has no water treating facilities; and

WHEREAS, Keadle Lumber Enterprises, Inc., located on Railroad Street in County and outside the municipal limits of City, is experiencing great difficulty in obtaining potable water, and has requested that City supply water to it outside City's corporate limits; and

WHEREAS, City has determined to grant such request upon the payment of certain sums by said Keadle Lumber Enterprises, Inc. and City has determined that the most feasible method by which such service can be accomplished is by the extension of a main, of sixteen inches in diameter or larger, beginning at the corporate limit line of City, on State Route 36 east, and running along the west side of the said State Route 36, and along the northwesterly side of East Moore's Crossing Road; thence under East Moore's Crossing Road near the Central of Georgia Railroad right-of-way to the east side of East Moore's Crossing Road, and thence west under said railroad tract to the east side of West Moore's Crossing Road, and thence northerly along the east side of West Moore's Crossing Road, and to the property of Keadle Lumber Enterprises, Inc.

WHEREAS, such main will make available a supply of water sufficient to provide water service to other users in said vicinity outside the corporate limits of City; and

WHEREAS, Article IX, Section II, Paragraph III provides that the distribution of water by City outside its limits and within the limits of County may be accomplished only by contract between City and County; and

WHEREAS, County desires that water be made available to its citizens;

NOW, THEREFORE, for the purpose of complying with the mandate of said constitutional provision, City and County do hereby covenant and agree, each with the other, as follows:

- 1. County agrees that City may install the water main hereinabove referred to and may upon request of the affected person, serve therefrom, at the sole option of City, any property located within 1500 feet from any point on said water main.
- 2. The rights and privileges herein conferred upon City may be exercised by City, at its option, at any time from the date hereof to and including the fiftieth anniversary of the execution of this contract as is authorized by Article IX, Section 3, Paragraph I of the Constitution of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by their duly authorized officers, under seal, on the day and year first above written.

CITY OF THOMASTON (SEAL)

BY: Charles Etarsly (SEAL)

ATTEST: CLERK (SEAL)

Signed, sealed and delivered by City in the presence of:

Bellymluva

Dail H. Hammock Notary Public, Upson County, GA. My Commission Expires: 3-14-87

UPSON COUNTY, GEORGIA (SEAL)

CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: Mitrule & Taylor (SEAL)
CLERK, BOARD OF COMMISSIONERS

Signed, sealed and delivered by County in the presence of:

Virgil L. Hamily

H-19-85 Notary Public, Upson County, GA.

RESOLUTION

WHEREAS, the City of Thomaston has for many years acquired and developed water and waste water resources; and

WHEREAS, the City of Thomaston has been issued through the Georgia Environmental Protection Division a permit to withdraw six (6) million gallons per day from Potato Creek; and

WHEREAS, the City of Thomaston has assembled and operates a water treatment facility and is permitted by the Georgia Environmental Protection Division to treat and distribute 4.3 million gallons of water per day; and

WHEREAS, the City of Thomaston has constructed and operates two waste water treatment facilities with a total capacity of 4 million gallons per day as permitted by the Georgia Environmental Protection Division; and

WHEREAS, the City of Thomaston provides water and waste water services to all consumers within its corporate limits and, as it is authorized to do, also provides said services to some private consumers outside its corporate limits, as well as to the County; and

WHEREAS, the City of Thomaston has available capacity and means to provide continued water and waste water service to the City of Thomaston, and, within limitations, to Upson County; and,

WHEREAS, Upson County is responsible for providing water and waste water services to those citizens of the County who are not, at the time service is commenced by the County, then being served by either the City of Thomaston or the City of Yatesville; and,

WHEREAS, Upson County owns and operates three water distribution systems and one waste water collection system; and

WHEREAS, Upson County does not own or operate water treatment facilities or waste water treatment facilities; and

WHEREAS, the City of Thomaston has for many years cooperated with Upson County by providing water and waste water treatment resources to the County; and

WHEREAS, this level of cooperation has historically been recorded in formal contract documents; and

WHEREAS, it is agreed that the provision of extraterritorial water and waste water services by either party shall be consistent with all applicable land use plans and ordinances;

NOW, THEREFORE, BE IT RESOLVED by and between the City of Thomaston and Upson County that the City of Thomaston will continue to cooperate with Upson County in making available and delivering water and waste water resources to include, but not be limited to, water treatment, waste water treatment, water distribution and waste water collection services as defined, from time to time, in formal contract documents between said parties.

So agreed, this 18 day of

1999.

THE CITY OF THOMASTON

(SEAL)

BOARD OF COMMISSIONERS OF UPSON COUNTY (SEAL)

BY: Ekum of Cliban

EDWIN L. CLIBURN. Mayor

ED CREWS, Chairman

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SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

PAGE 3

Instructions

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require updating of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

County:	UPSON
	npatibilities or conflicts between the land use plans of local governments were identified in the process of developing the very strategy?
vice delive	atibilities or conflicts between land use plans of the local governments were discovered while developing the ser- ry strategy. City of Yatesville has no zoning. City of Thomaston and Upson County have never had any conflicts neir land use plans. These land use plans were reviewed previously when the Joint Comprehensive was adopted 1996.
2. Check the	oxes indicating how these incompatibilities or conflicts were addressed:
□ adoption	ents to existing comprehensive plans of a joint comprehensive plan assures (amend zoning ordinances, add environmental regulations, etc. Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.
	ures" was checked, describe these measures:
	the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.
County, C	unty, City of Thomaston and City of Yatesville entered into an agreement entitled "Joint Agreement among Upson ty of Thomaston and City of Yatesville on Certain Zoning Procedures", dated May 2, 1998. This agreement defines is to be followed when lands are annexed by the cities and the zoning changed. (See attached copy.)
that new extra City of Yate sewer servi mercial dev these servidensity or i	ies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure territorial water and sewer service will be consistent with all applicable land use plans and ordinances? sville has never provided any extraterritorial water or ce without an agreement with Upson County. From a practical standpoint since there are few population concentrations or comelopment in the unincorporated areas of the County, it would not be economically feasible for the City of Thomaston to extend ses unless Upson County agreed to zone property in the unincorporated areas to be served to either allow for greater residential dustrial or commercial development. Extraterritorial services will be in accordance with the agreement (resolution) between the ty and the City of Thomaston adopted May 18, 1999, a copy of which is attached.
5. Person con	pleting form: J. EDWARD TRICE, JR., County Attorney
Phone nun	ber:
lf not, prov	erson who should be contacted by state agencies when evaluating whether proposed local government projects are with land use plans of applicable jurisdictions? Yes X No de designated contact person(s) and phone number(s) below: City Manager (706) 647-4242; Chairman of County mmissioners(706) 647-7012; Mayor, City of Thomaston (706) 647-6633