

RESOLUTION NO. \_\_\_\_\_

**A JOINT RESOLUTION OF THE CITY OF METTER, AND CANDLER COUNTY, GEORGIA APPROVING FORMS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES PURSUANT TO THE SERVICE DELIVERY ACT.**

**WITNESSETH:**

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

**WHEREAS**, Candler County is a duly formed political subdivision of the State of Georgia;

**WHEREAS**, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

**WHEREAS**, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

**WHEREAS**, Candler County, Metter, and the Town of Pulaski (collectively “Parties”) have commenced deliberations on the service delivery strategy; and

**WHEREAS**, the Parties have reviewed, revised and reached an agreement through mediation on a new Service Delivery Strategy; and

**WHEREAS**, the Mayor and Council of Metter desire to approve the forms for the funding and provision of services as set forth herein; and

**WHEREAS**, the Candler County Board of Commissioners desire to approve the forms for the funding and provision of services as set forth herein.

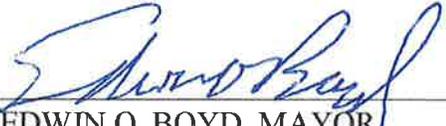
**THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF METTER, GEORGIA AND THE CANDLER COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

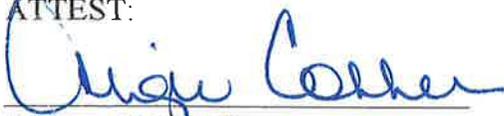
- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Acceptance of Service Delivery Strategy Agreements.** Metter hereby approves the Service Delivery Strategy Agreements attached hereto as Exhibit “A” along with the corresponding Intergovernmental Agreements. Said documents have been discussed, reviewed, revised and mediated by the Parties.
- 3. Acceptance of Service Delivery Strategy Agreements.** Candler County hereby approves the Service Delivery Strategy Agreements attached hereto as Exhibit “A” along with the

corresponding Intergovernmental Agreements. Said documents have been discussed, reviewed, revised and mediated by the Parties.

4. **Authorization of the Mayor, City Attorney, and Clerk.** Metter hereby authorizes the following the transmission of the Service Delivery Strategy Agreements attached as Exhibit A to the Department of Community Affairs.
5. **Authorization of the Chairman, City Attorney, and Clerk.** The Candler County Board of Commissioners hereby authorizes the following transmission of the Service Delivery Strategy Agreements attached as Exhibit A to the Department of Community Affairs.
6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
7. **Repeal of Conflicting Provisions.** All City and County resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
8. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 11<sup>th</sup> day of June, 2018.

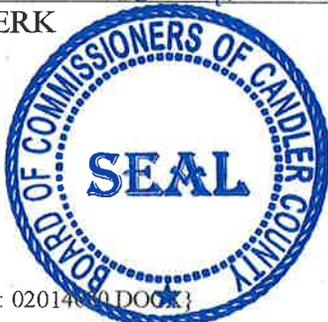
  
EDWIN O. BOYD, MAYOR

ATTEST:  
  
ANGIE CONNER, CITY CLERK

  
GLYN THRIFT, CHAIRMAN

ATTEST:

  
CLERK





**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **CANDLER COUNTY**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

| <p><b>OPTION A</b><br/><i>Revising or Adding to the SDS</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>OPTION B</b><br/><i>Extending the Existing SDS</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol> | <ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1180 1539 1417" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p><b>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</b></p> </div> |

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

Candler County, Georgia; City of Metter; Town of Pulaski; Metter-Candler Airport Authority; Candler County Industrial Authority; Candler County Hospital Authority; Statesboro Regional Public Libraries System; Candler County Library Board;

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Every service or service component included in the previous SDS is being replaced in its entirety with the services and service components identified below and as shown in the attached Form 2s:

Agriculture/Extension/4-H Services; Ambulance Service; Animal Control; Building Inspection and Development Related Services; Candler County Industrial Authority; Code Enforcement; Court Services; Cultural & Historical; Department of Tourism and Economic Development; Downtown Development Authority; E-911/ Radio/Dispatch Services; Elections and Voter Registration; Emergency Management; Hospital; Jail; Law Enforcement; Library; Mapping/GIS; Metter-Candler County Airport Authority; Metter Fire and Rescue; Metter Municipal Court; Metter Parking; Metter Sewer/Wastewater; Metter Water; Parks; Planning and Zoning; Probation Services; Public Health; Pulaski Water; Records Management; Recreation; Road/Street Construction; Road/Street Maintenance; Solid Waste Collections; Solid Waste Disposal/Landfill; Stormwater/Drainage; Tax Collection; and Visitors Center.

The following services were identified in the previous SDS and are either no longer provided, are subsumed within the services identified above, or are not required to be included in the strategy: Aging Services; Communities in Schools; D.A.R.E.; Equipment Maintenance/Repair Shop; Family Connections; Indigent Defense; Mental Health; Mosquito Control; RDC; KAB; Public Housing; Public Welfare; and Tax Assessment. Some services identified in the previous SDS are intentionally identified differently in the current strategy. For instance, "Cultural" is now identified as "Cultural and Historical;" "Extension Service" is now identified as "Agriculture/Extension/4-H Services;" and "Tourism" is now identified as Department of Tourism and Economic Development."



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Agriculture/Extension/4-H Services**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                          |
|--------------------------------------|----------------------------------------------------------------|
| Candler County                       | County General Funds, FSA, NRCS, Cooperative Extension Service |
|                                      |                                                                |
|                                      |                                                                |
|                                      |                                                                |
|                                      |                                                                |

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

Agriculture, Extension, and 4-H Services have been consolidated into a single service category: "Agriculture/Extension/4-H Services".

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Ambulance Service**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
|                                      |                                                                                                                                         |
|                                      |                                                                                                                                         |
|                                      |                                                                                                                                         |
|                                      |                                                                                                                                         |

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

The service strategy has been modified to permit rezoning the EMS region under certain circumstances as described in the attached IGA for Fire and Rescue Services.

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

| <b>Agreement Name</b>         | <b>Contracting Parties</b>                         | <b>Effective and Ending Dates</b> |
|-------------------------------|----------------------------------------------------|-----------------------------------|
| Intergovernmental Agreement   | Candler County, City of Metter and Town of Pulaski | 6/11/18 through 6/10/28           |
| Between the City of Metter,   |                                                    |                                   |
| Town of Pulaski, and Candler  |                                                    |                                   |
| County, GA, for the Provision |                                                    |                                   |
| and Funding of Fire and       |                                                    |                                   |
| Rescue Services               |                                                    |                                   |

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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:

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
OF METTER, TOWN OF PULASKI, AND CANDLER COUNTY, GEORGIA, FOR THE  
PROVISION AND FUNDING OF FIRE AND RESCUE SERVICES**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11<sup>th</sup> day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), the Town of Pulaski, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Pulaski"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"). Metter, Pulaski, and the County shall be collectively referred to as the "Parties."

**WHEREAS**, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Metter, Pulaski, and the County shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Georgia Constitution provides that cities and counties may contract with one another for *"for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide."* (Ga. Const., Art. 9, Section 2, Para. 1);

**WHEREAS**, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

**WHEREAS**, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

**WHEREAS**, the provision of Fire and Rescue services within unincorporated Candler County and the Town of Pulaski is currently provided by the City of Metter Fire and Rescue Department ("Fire Department");

**WHEREAS**, the Parties – by duly approving this Intergovernmental Agreement (“Agreement”) and spreading same upon the minutes of each respective governing authority – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of Fire and Rescue services continue to be provided by the Fire Department and funded as set forth in this Agreement.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

### **ARTICLE I – FIRE PROTECTION AND RESCUE**

The Metter Fire Department shall provide fire protection and rescue services in both the incorporated and unincorporated areas of Candler County, Georgia.

### **ARTICLE II – BUDGETARY PROCESS**

1. Metter shall prepare its annual budget for the Fire Department by dividing it into two (2) sections, namely: one for the operation and maintenance budgetary needs and one for the capital outlay budgetary needs.
2. Prior to any budgetary hearings being held, or any action taken to approve any budget request for the Fire Department, such annual budget shall be submitted to the Budget Review Committee.
3. The Budget Review Committee shall be composed of one member designated by Metter, one member designated by the County, and one member designated by Pulaski. The members so designated may be elected officials, employees, or residents of the designating jurisdiction, provided that each member shall be at least 18 years of age. Each such member shall be appointed by a majority vote of the governing authority for Metter, the County, and Pulaski, respectively, and shall serve at the pleasure of the governing authority for such designating jurisdiction.
4. Before April 1 of each year, the Budget Review Committee shall meet with the Fire Chief regarding the proposed budget requests to make recommendations and provide input in the budgetary process. Such recommendations and input are not binding on Metter and shall require no action by Metter. But, it is the intent of this Agreement to allow for the County and Pulaski to increase its participation in the budgetary process through the creation of a formal outlet for the provision of recommendations and input. Further, it is the expectation of the Parties that the Metter Fire Chief shall fully cooperate with the Budget Review Committee in answering questions and otherwise providing support and backup for any such request as well as responding to concerns and questions raised by the Budget Review Committee.
5. The Parties expressly acknowledge that the Budget Review Committee shall have no authority with respect to the operation and day-to-day affairs of the Fire Department and

will confine its review and recommendations to budget appropriations for the operation and maintenance and capital outlay funding for the Fire Department.

### **ARTICLE III – FUNDING FOR BUDGETED OPERATIONS AND MAINTENANCE**

1. After considering the recommendation of the Budget Review Committee, the Metter City Council shall provide its approved budget for operations and maintenance (“O&M”) to the County’s Board of Commissioners following the May Council Meeting each year, unless delayed by unavoidable circumstances.
2. Metter shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department and the County shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department. Pulaski’s portion of the funding shall be accomplished through its contribution toward capital outlay projects.
3. During the first thirty (30) days after receipt of the approved budget, any party shall have the right to opt out of this Agreement by giving notice thereof to the other parties. Metter will continue to provide the services contemplated by this Agreement for the period and rates described in Sub-Paragraphs (a) and (b) below as applicable based on whether the County or Pulaski is the party giving such notice.
  - a. If the County decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide fire and rescue services to the County for a period of up to two (2) years at the rate of fifty (50) percent of the O&M budget for the last full budgetary year that preceded the year in which such notice is given. For example, if the O&M budget for the last full budgetary year that preceded the year in which such notice is given was \$100,000, then the County would pay Metter \$50,000 per year for up to two years after the County provided notice to Metter that the County would be opting out of this Agreement.
  - b. If Pulaski decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide Fire and Rescue services to the Town of Pulaski for a period of up to two (2) years in exchange for Pulaski’s continued contribution toward capital outlay projects in the same amount as Pulaski contributed during the last full budgetary year that preceded the year in which such notice was given. For example, if Pulaski contributed \$50,000 toward capital outlay projects during the last full budgetary year that preceded the year in which such notice was given, then Pulaski would pay Metter \$50,000 per year for up to two years after Pulaski provided notice to Metter that Pulaski would be opting out of this Agreement.
4. The Funding necessary for the budgeted capital outlay expenditures shall be provided as set forth in Article IV.

#### ARTICLE IV – FUNDING FOR BUDGETED CAPITAL OUTLAY EXPENDITURES

With respect to the annual budget requests/appropriations for capital outlay expenditures, such as real property, buildings, vehicles, or equipment the following rules shall apply:

1. Metter shall determine what equipment it needs to properly operate its Fire Department so that it can provide adequate fire and rescue services to all areas of Candler County. The equipment acquired by Metter to operate said facilities for said purposes shall be purchased by Metter and paid for as hereinafter provided.
2. Metter, Pulaski, and the County shall determine what real property and buildings are required within their respective jurisdictions that will maximize efficiency and fire service delivery and shall, absent extenuating circumstances, independently acquire the real property and construct the buildings to be used by Metter in providing countywide fire and rescue services. Such fire stations shall be equipped and furnished with such items as will be necessary to operate such fire stations in accordance with approved standards set forth by the National Fire Protection Association, Insurance Services Office, or the Georgia Firefighters Standards and Training Council, as the Fire Chief deems applicable.
3. After considering the recommendation of the Budget Review Committee, Metter shall identify in its budget whether a proposed capital outlay budget expenditure is intended to serve the countywide fire system or is intended to primarily serve the incorporated area of Metter, Pulaski, or the unincorporated area of Candler County, as applicable.
  - a. In the event a proposed capital expenditure is determined to provide a benefit to both the incorporated and unincorporated areas of the County, upon approval by the funding governing authorities, Metter shall pay fifty (50) percent of such costs and the County shall pay fifty (50) percent of such costs.
  - b. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Metter, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Metter.
  - c. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Pulaski, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Pulaski.
  - d. In the event a proposed capital expenditure is determined to provide a benefit primarily to the unincorporated area of the County, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by the County from the funding sources contemplated in Article V.
4. After the effective date of this Agreement, title to any real property, buildings, vehicles, or equipment that are paid for 100 percent by a particular jurisdiction shall be and remain titled in the name of the purchasing jurisdiction, which shall also insure such real property, buildings, and vehicles, as the case may be. For example, if the County funds the purchase

of a fire truck 100 percent, then said fire truck shall be titled in the name of the County, and the County shall maintain insurance on such fire truck. During the term of this Agreement, however, the purchasing jurisdiction consents to the use of any such real property, buildings, vehicles, or equipment, exclusively by the Metter Fire Department for the purposes of providing the fire and rescue services contemplated in this Agreement. There shall be no additional charge for such use by the Fire Department beyond the exchange of the consideration set forth in this Agreement. In the event a capital expenditure is jointly funded, title to same shall be vested in Metter; but, it is the expectation of the Parties that jointly funded capital expenditures will be limited to vehicles and equipment as the cost for real property and buildings is anticipated to be borne exclusively by the Party within whose jurisdictional boundary the property and building is located.

5. With respect to the items of property referenced in Paragraph 4 of this Article above, the jurisdiction retaining title shall be responsible for any maintenance necessary on real property. During the term of this Agreement, however, Metter shall perform any required maintenance on any vehicles, buildings, and equipment and the cost of such maintenance shall be included in the budget section for maintenance and operation of the Fire Department under Article II and for which the cost of such maintenance will be shared 50-50 by the County and Metter.
6. In the event that any party opts out of this Agreement by giving notice thereof to the other parties in accordance with Article III, Paragraph 3, of this Agreement, then such capital outlay purchases shall be distributed as follows:
  - a. With respect to capital outlay purchases that were paid for 100 percent by Metter, Pulaski, or the County, respectively, such property shall be retained by the local government that paid for such items and possession shall be transferred by Metter to such other appropriate local government at the conclusion of the two-year service period contemplated under Article III, Paragraph 3.
  - b. With respect to capital outlay purchases that were jointly funded, Metter shall have the right of first refusal regarding the retention of such capital outlay purchases. Any capital outlay purchases to which Metter does not exercise its right of first refusal, may be acquired by the County. Regardless of whether such items are retained by Metter or acquired by the County, Metter or the County shall reimburse the other as applicable for the amount of contribution toward the purchase of such capital outlay expenditure in accordance with the following formula:
    - i. If three (3) full years or less have passed since the original date of purchase, then the party obtaining a particular item purchased as part of a capital outlay expenditure shall pay to the non-obtaining party (i.e., Metter or the County, whatever the case may be) fifty (50) percent of the original purchase price.

- ii. Following the passage of three (3) years from the original date of purchase, the reimbursement amount the party obtaining such item shall pay to the non-obtaining party is the amount contemplated under Subparagraph (b)(i) of this Paragraph, less five percent for each year following the passage of three years from the original date of purchase. For example, beginning in year four following the original date of purchase, the reimbursement amount shall be reduced to forty-five (45) percent, continuing onward at a reduction by five (5) percent per year from the beginning of the fourth year to the expiration of the ninth year following the original date of purchase.
  - iii. Beginning with the tenth year following the original date of purchase for any item purchased as part of a capital outlay expenditure, such item shall not be subject to the formula set forth above and may be retained at no charge by either Metter or Candler (with Metter having a right of first refusal) or declared surplus and sold by Metter at its option.
  - iv. All items transferred hereunder shall be titled in the new owner.
7. Notwithstanding any other provision of this Agreement, after the effective date of this Agreement, any equipment designated for fire services use in the unincorporated area of the County and acquired through long-term lease from the Georgia Forestry Commission by the County will be transferred at no cost to the County in the event of opt out.

#### **ARTICLE V – COUNTY FUNDS**

Candler County's funding of all operational and maintenance budget items identified in this Agreement shall come from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County. This same arrangement will be used for the funding of capital outlay projects. The Parties, however, may fund capital items from their respective share of SPLOST funds.

#### **ARTICLE VI – USE OF INFRASTRUCTURE**

Notwithstanding any other term or provision in this Agreement, and so long as this Agreement remains in effect, all land, buildings, and equipment purchased by the Parties for fire protection, shall be available for use by the Fire Department in responding to any emergency or fire event, irrespective of ownership, the source of funding for the item, the location of the land, building, equipment, fire event, or emergency.

#### **ARTICLE VII – METTER AS AGENT OF COUNTY, AND PULASKI**

In providing the services to be provided by this Agreement, Metter shall be acting as the agent for the County when such services are to be provided or provided in the unincorporated area, and as the agent for Pulaski when such services are to be provided or provided in the incorporated area of Pulaski. Accordingly, Metter shall be entitled to the protections and immunities afforded either local government pursuant to the Georgia Constitution as well as other general and local laws.

#### **ARTICLE VIII – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the extent allowed by law, Pulaski and the County agree to indemnify and hold Metter harmless for any and all claims, suits, demands, judgments, and the like, etc..., that may arise out of or related to Metter’s provision of fire and rescue services under this Agreement when such services are to be provided or provided in the unincorporated area of the County or the incorporated area of Pulaski, as appropriate.

#### **ARTICLE IX – INTERPLAY WITH EMERGENCY MEDICAL SERVICES**

Nothing in this Agreement shall be construed to waive or forbear the right of Metter or Pulaski to apply for a license and a service zone to provide ambulance and/or emergency medical services (“EMS”) within their respective corporate limits. The County agrees that upon its providing notice of opting out of this Agreement, or revocation of this Agreement, the County shall not object or otherwise interfere with Metter or Pulaski, or both, seeking a license and a service zone to provide ambulance and/or EMS within their respective corporate limits. It is expressly agreed and acknowledged that this provision shall survive the expiration, revocation or termination of this Agreement.

#### **ARTICLE X – DURATION OF AGREEMENT**

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs (“DCA”) that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the “Commencement Date”). This Agreement shall also terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, except as otherwise provided in Article III, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Mayor of Pulaski, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement is revoked or otherwise terminated pursuant to this Article, services contemplated hereunder shall cease upon termination and any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the

Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation or termination.

3. In the event this Agreement is revoked or terminates as set forth in this Article X, the capital asset disposition rights in Article IV shall nonetheless remain in full force and effect. A renewal or new Intergovernmental Agreement, executed with the same formalities and the same Parties as the present Agreement, may determine an alternative disposition method for capital assets.

#### ARTICLE XI – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter's Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### ARTICLE XII – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of

**IN WITNESS WHEREOF**, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Metter, Georgia

Edmond O. Boyd  
Mayor

Attest: Angie Cochran  
City Clerk

Town of Pulaski, Georgia

Greg W. Franklin  
Mayor

Attest: Amanda Sikes  
City Clerk

Candler County, Georgia

[Signature]  
Chairman, Board of Commissioners

Attest: Maramdiah Lark  
County Clerk





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Animal Control***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                             |
|--------------------------------------|-----------------------------------------------------------------------------------|
| City of Metter                       | First, apply fees, fines, grants, donations, then SPLOST, if applicable, then the |
|                                      | Town and County contributions, with the balance paid from the General Fund.       |
| Town of Pulaski                      | Any available revenue source.                                                     |
| Candler County                       | The Special Service District comprised of the unincorporated area of County       |
|                                      | using the sources of revenue specified in Box 6, below.                           |
|                                      |                                                                                   |

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

The strategy changes the previous arrangement by clarifying the funding mechanism. This service will be funded in accordance with the attached agreement.

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

| <b>Agreement Name</b>                                                                                 | <b>Contracting Parties</b>                          | <b>Effective and Ending Dates</b> |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------|
| Intergovernmental Agreement for the Operation, Services, and Funding of Animal Control and Recreation | City of Metter, Town of Pulaski, and Candler County | 6/11/18 through 6/10/28           |
|                                                                                                       |                                                     |                                   |
|                                                                                                       |                                                     |                                   |
|                                                                                                       |                                                     |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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:

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND  
FUNDING OF ANIMAL CONTROL AND RECREATION**

This Service Delivery Intergovernmental Agreement (hereinafter the “Agreement”) is entered into this 11<sup>th</sup> day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter “Metter”), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter “County”), and the City of Pulaski, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter “Pulaski”). Metter, the County, and Pulaski shall be collectively referred to as the “Parties.”

**WHEREAS**, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the “Act”), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Georgia Constitution provides that cities and counties may contract with one another for “*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*” (Ga. Const., Art. 9, Section 2, Para. 1);

**WHEREAS**, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

**WHEREAS**, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, the Act places an emphasis on city and county governments working together to “minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;”

**WHEREAS**, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of animal control and recreation services be provided and funded as set forth in this Agreement.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the

signatures below, do hereby agree to the following:

## ARTICLE I – PROVISION OF SERVICES

Metter shall provide animal control services throughout the unincorporated and incorporated areas of Candler County, Georgia. The County shall provide recreation services throughout the unincorporated and incorporated areas of the Candler County, Georgia.

## ARTICLE II – FUNDING FOR PROVISION OF SERVICES

Metter's provision of animal control services shall be jointly funded as follows. Metter shall establish its annual budget after first applying Metter's fees, grants, rents, donations, lease payments, and SPLOST funds, if applicable, to the total costs of Metter's operations, maintenance, and capital improvements for animal control services. The balance of the budget shall be funded from payments made by the County as set forth below with the remaining balance paid by Metter. The County's funding of recreation services shall be funded as stated below.

### 1. *County Funding.*

- a. For the first fiscal year (whether full or partial) through conclusion of the fourth fiscal year of this Agreement, the City shall provide animal control services to the County at no charge. In consideration for said period of animal control services and as a novation to the existing agreement between the Parties pertaining to recreation, the County has agreed to waive and forgo its right to payment of \$168,000.00 for the provision of recreation services to the City over the remainder of said agreement's term. In further consideration of this Agreement, and over the duration of this Agreement, the County agrees to provide recreation services to all incorporated and unincorporated areas of the County. As a countywide service, the County and City agree that recreation services will be paid for by the County first applying user fees, grants, rents, lease payments, donations and thereafter applying County general fund revenues. SPLOST proceeds may also be used to fund capital projects associated with recreation services.
- b. In the fifth fiscal year of this agreement, the County shall pay to Metter sixty percent (60%) of Metter's budget balance, as stated above, based on Metter's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, Metter's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Payment. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessments, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
- c. It is the intention of the Parties that the County receive forty-eight months of no cost animal control as consideration of the County foregoing \$168,000 under the prior recreation services agreement. As such in the event that commencement of the fifth fiscal year following execution of this Agreement occurs prior to the County receiving forty-eight months of no cost service, then notwithstanding any

other provision of this Agreement, the County shall be entitled to receive a cost reduction of its funding obligation in the fifth fiscal year equivalent to \$3,500 (\$168,000/48) per month multiplied by the number of months remaining to achieve forty-eight months of no cost service. By way of example only, if the fifth fiscal year commences and the County has received forty-three months of no cost service: then the County shall receive a discount during the fifth fiscal year of \$17,500 (\$3,500 x 5).

2. *Payment Example.* If Metter's budgetary balance in the fourth fiscal year of this Agreement was one hundred thousand dollars (\$100,000), then in the fifth fiscal year of this Agreement, the County would pay \$60,000 and Metter would pay \$40,000. If Metter's subsequent year's budget balance showed an increase of 10% to \$110,000, the 5% cap would apply and the County's subsequent year's annual payment would be adjusted as follows:
  - a. County Base Payment as adjusted:  $\$60,000 + (\$60,000 \times .05) = \$63,000$
  - b. Metter to pay the remaining balance of the budget.
3. *Payments.* The County Base Payment, as may be adjusted, shall be divided and paid in equal monthly installments to Metter. Metter shall submit a monthly invoice to County on the first of every month starting with the month following the Commencement Date as defined below. County shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.
4. *Pulaski Funding.* Pulaski's contribution to the funding necessary for animal control services shall be its continued contribution to capital outlay projects.
5. *Capital Funding.* Prior to the County being responsible to fund all or a portion of any capital assets related to the provision of Animal Control services by Metter, a proposal related to such capital asset shall be tendered by Metter to the County's governing authority which must consider and approve same before becoming obligated for such capital asset expenditure.

### **ARTICLE III – DURATION OF AGREEMENT**

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs ("DCA") that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the "Commencement Date"). In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Mayor of Pulaski, and Chair of the Board of Commissioners or County Administrator, as the case may be. In the event this Agreement is revoked by Metter prior to the County receiving forty-eight months of no cost animal control services, then Metter

shall pay to the County \$3,500 for each month remaining of the forty-eight-month period. By way of example only, if Metter unilaterally revokes this Agreement twenty-two months after execution, then Metter shall pay to the County \$91,000 (26 months x \$3,500).

2. In the event this Agreement expires, is revoked or terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation, or termination of this Agreement.

#### ARTICLE IV – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter’s Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### ARTICLE V – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

**City of Metter, Georgia**

Edwards Boyd  
Mayor

Attest: Angie Cooper  
City Clerk

[seal]

**Candler County, Georgia**

[Signature]  
Chairman, Board of Commissioners

Attest: Maranda K. Clark  
County Clerk





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Building Inspection and Development Related Services***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.               |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| Town of Pulaski                      | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Candler County Industrial Authority**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                                       |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candler County Industrial Authority  | First apply Authority's fees, donations, grants, rents, lease payments & SPLOST funds, if applicable, with the balance paid with 60% from the County and 40% from the City. |
| Candler County                       | The Special Service District comprised of the unincorporated area of County using the sources of revenue specified in Box 6, below.                                         |
| City of Metter                       | City's General Fund and any other available revenue sources.                                                                                                                |

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

The strategy changes the previous arrangement by clarifying the funding mechanism. The service will be provided in accordance with the attached agreement

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

| <b>Agreement Name</b>                                                                                           | <b>Contracting Parties</b>                                                  | <b>Effective and Ending Dates</b> |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------|
| Intergovernmental Agreement for the Operation, Services, and Funding of the Candler County Industrial Authority | City of Metter, Candler County, and the Candler County Industrial Authority | 6/11/18 through 6/10/28           |
|                                                                                                                 |                                                                             |                                   |
|                                                                                                                 |                                                                             |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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:

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND  
FUNDING OF THE CANDLER COUNTY INDUSTRIAL AUTHORITY**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11<sup>th</sup> day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"), and the Candler County Industrial Authority (hereinafter "Authority"). Metter, the County, and the Authority shall be collectively referred to as the "Parties."

**WHEREAS**, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

**WHEREAS**, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

**WHEREAS**, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

**WHEREAS**, the countywide provision of industrial recruitment, retention, and expansion services is currently provided by the Authority;

**WHEREAS**, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens

in each of their respective jurisdictions that the provision of industrial recruitment, retention, and expansion services continue to be provided by the Authority and funded as set forth in this Agreement.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

### **ARTICLE I – PROVISION OF SERVICES**

The Authority shall provide for the recruitment, retention, and expansion of industry throughout the unincorporated and incorporated areas of Candler County, Georgia.

### **ARTICLE II – JOINT FUNDING FOR PROVISION OF SERVICES**

The Authority's operation and services shall be funded as follows. The Authority shall establish its annual budget after first applying the Authority's fees, grants, rents, lease payments, donations, and SPLOST funds, if applicable, to the total costs of the Authority's operations, maintenance and capital improvements. Any remaining balance of the budget shall be funded from payments made by the County and Metter as set forth below.

1. *County Funding.* In the first year of this agreement, the County shall pay to the Authority sixty percent (60%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Pay. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
2. *Metter Funding.* In the first year of this Agreement, Metter shall pay to the Authority forty percent (40%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "Metter Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the Metter Base Payment shall not increase more than 5% from year to year unless Metter by resolution otherwise consents to increase the Metter Base Payment. The Metter Base Payment, as adjusted in accordance with this Agreement, shall be derived from Metter's General Fund and any other available revenue sources to Metter.
3. *Payment Example.* If the Authority's previous budgetary balance was one hundred thousand dollars (\$100,000), then in year one, the County would pay \$60,000 and Metter would pay \$40,000. If the Authority's subsequent year's budget showed an increase of

10% to \$110,000, the 5% cap would apply and the subsequent year's annual payment would be adjusted as follows:

- a. County Base Payment as adjusted:  $\$60,000 + (\$60,000 \times .05) = \$63,000$
  - b. Metter Base Payment as adjusted:  $\$40,000 + (\$40,000 \times .05) = \$42,000$
4. *Payments.* The payments required in paragraphs one (1) and two (2) of this Article shall be divided and paid in equal monthly installments to the Authority. The Authority shall submit a monthly invoice to County and Metter on the first of every month starting with the month following the Commencement Date as defined below. County and Metter shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.

### **ARTICLE III – CONFERENCE ON APPOINTMENT**

The Mayor of Metter has two appointments for the Authority. By this Agreement, the Mayor will meet and confer with the Chairman of the County Commission, and will appoint one member to the Authority with significant consideration and weight given to the Chairman's recommendation. The Parties hereto agree that both Authority appointments identified in this paragraph remain vested with the Mayor; but it is the intent of the Parties that the Mayor will give substantial weight and consideration to the Chairman's input as to a single appointment.

### **ARTICLE IV – LAWN CARE**

During the term of this Agreement, the County will provide lawncare, to include routine mowing, to the grounds of the Industrial Authority.

### **ARTICLE V – DURATION OF AGREEMENT**

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs ("DCA") that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the "Commencement Date"). In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Chair of the Authority, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement expires, is revoked, or terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or

termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation, or termination of this Agreement.

#### ARTICLE VI – MISCELLANEOUS

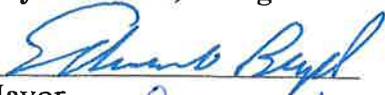
1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter's Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

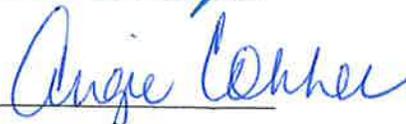
#### ARTICLE VII – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

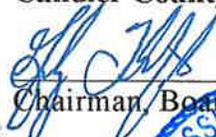
**IN WITNESS WHEREOF**, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

**City of Metter, Georgia**

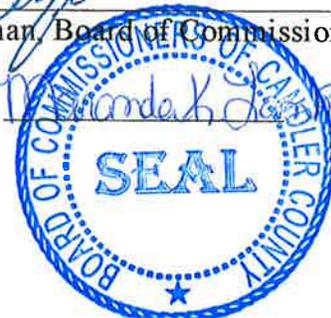
  
\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_

**Candler County, Georgia**

  
\_\_\_\_\_  
Chairman, Board of Commissioners

Attest:   
\_\_\_\_\_



City Clerk  
[seal]



**Candler County Industrial Authority**

Burn J. A.  
Chairman

Attest: Tiffanie Navro  
Secretary  
[seal]





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Code Enforcement**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.               |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| Town of Pulaski                      | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Court Services**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <i>Local Government or Authority</i> | <i>Funding Method</i>                                                          |
|--------------------------------------|--------------------------------------------------------------------------------|
| Candler County                       | First, apply fees collected for the provision of the service, fines, grant and |
|                                      | SPLOST funds, if applicable, with balance paid from County general funds.      |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Cultural & Historical**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                                        |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First, apply fees collected for the provision of the service, grant and SPLOST funds if applicable, to the costs of the service with balance paid from County General Funds. |
|                                      |                                                                                                                                                                              |
|                                      |                                                                                                                                                                              |
|                                      |                                                                                                                                                                              |
|                                      |                                                                                                                                                                              |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Department of Tourism and Economic Development***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                               |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Metter                       | First apply fees collected for the provision of the service, Hotel/Motel taxes, grant and SPLOST funds, if applicable, with the balance paid from the General Fund. |
|                                      |                                                                                                                                                                     |
|                                      |                                                                                                                                                                     |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Downtown Development Authority***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                            |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------|
| City of Metter                       | First, apply fees, then grant and SPLOST funds, if applicable, with the balance, if any paid from General Funds. |
|                                      |                                                                                                                  |
|                                      |                                                                                                                  |
|                                      |                                                                                                                  |
|                                      |                                                                                                                  |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: E-911 Radio / Dispatch Services**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Candler County (through regional E-911 system with Bulloch and Evans counties)**

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

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

**No**

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                  |
|--------------------------------------|----------------------------------------|
| Candler County                       | General Fund, Fees, Grants and SPLOST  |
| City of Metter                       | General Fund, fees, grants, and SPLOST |
|                                      |                                        |
|                                      |                                        |
|                                      |                                        |
|                                      |                                        |

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

The parties have entered into a new agreement for non-emergency dispatch services. E-911 service will continue to be provided county-wide through a county contract with Bulloch County, which has a regional E-911 system also including Evans County.

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

| <b>Agreement Name</b>          | <b>Contracting Parties</b>                            | <b>Effective and Ending Dates</b> |
|--------------------------------|-------------------------------------------------------|-----------------------------------|
| Intergovernmental Agreement    | City of Metter, Candler County and the Candler County | 6/11/18 through 6/10/28           |
| For Incarceration and Dispatch | Sheriff                                               |                                   |
| Services Among Candler         |                                                       |                                   |
| County, Candler County         |                                                       |                                   |
| Sheriff and City of Metter,    |                                                       |                                   |
| Georgia                        |                                                       |                                   |

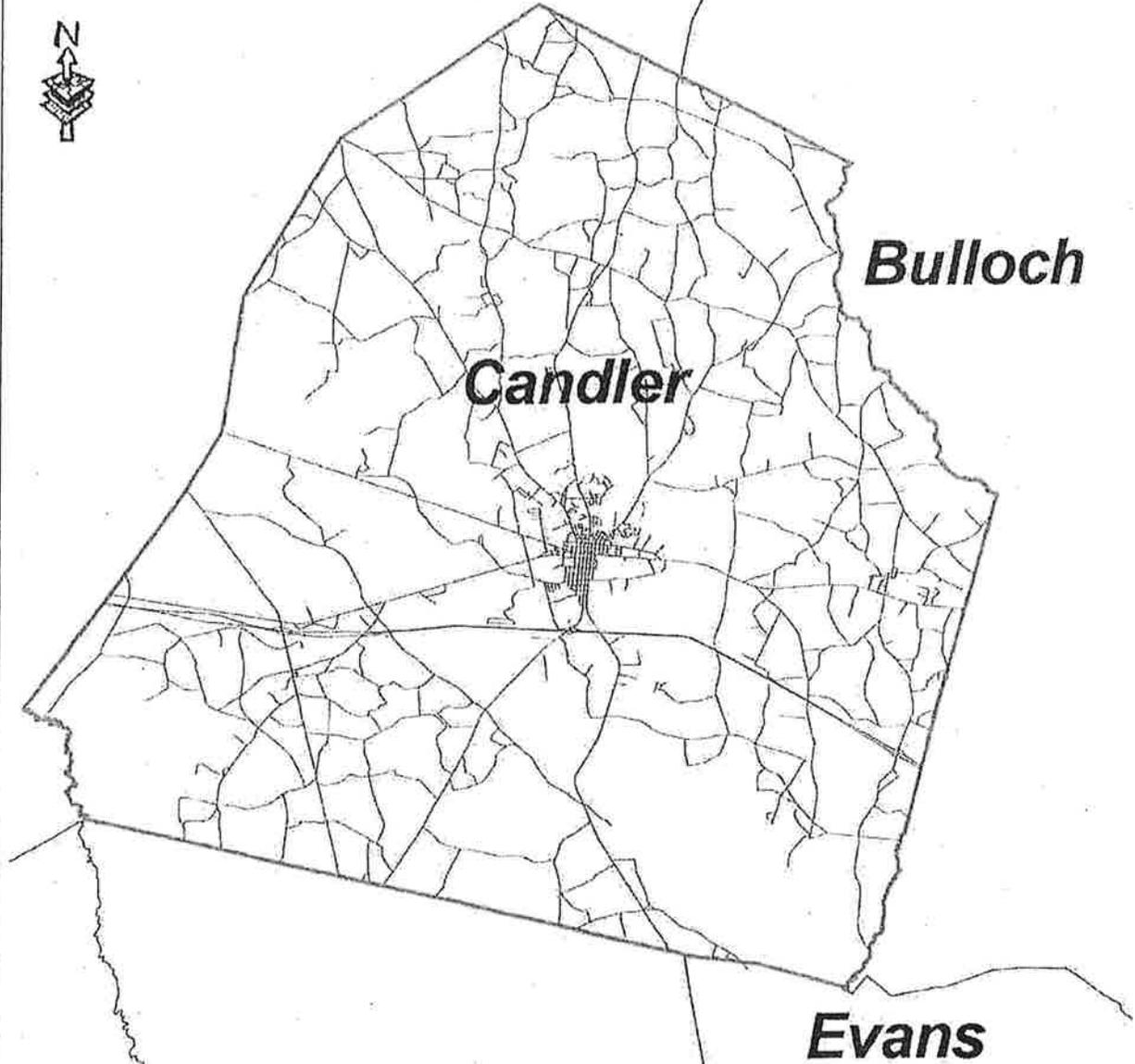
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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:

# Candler County SDS Map E-911



- Pulaski Town Limits
- Mette City Limits
- Roads
- County Boundary
- Georgia Counties

**CANDLER COUNTY SHERIFF- CITY OF METTER – CANDLER COUNTY  
INTERGOVERNMENTAL AGREEMENT REGARDING HOUSING OF CITY  
INMATES AT THE CANDLER COUNTY JAIL AND DISPATCH SERVICES**

This Intergovernmental Agreement (the “IGA”) is entered into as of the 11<sup>th</sup> day of June, 2018, by and between **SHERIFF JOHN MILES**, the duly elected Candler County Sheriff and constitutional officer for the State of Georgia (hereinafter referred to as “Candler County Sheriff” or “Sheriff”), the **CITY OF METTER**, a municipal corporation by and through its duly authorized governing authority, the City Council of METTER, Georgia (hereinafter referred to as “Metter” or “City”) and **CANDLER COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Candler County, Georgia (hereinafter referred to as “Candler County”).

**PURPOSE:** The purpose of this IGA is to memorialize the service provider that will provide inmate housing services for City inmates such as, but not limited to, the housing, processing, medical care and supervision of City inmates, to memorialize the service delivery arrangement between the Candler County Sheriff, Candler County and the City regarding same, and to identify funding sources and allocations for same;

**PURPOSE:** The purpose of this IGA is also to memorialize the funding arrangement by which Metter will receive E-911 dispatch services from the Candler County Sheriff:

**W I T N E S S E T H:**

**WHEREAS**, the City has a Police Department which handles criminal cases falling within its jurisdiction for offenses occurring within the incorporated areas of Candler County; and

**WHEREAS**, the City Police Department makes arrests of offenders and must, at times, incarcerate said offenders; and

**WHEREAS**, Candler County has an obligation to construct and fund the operation of a jail (O.C.G.A. 36-9-5);

**WHEREAS**, the Sheriff is the jailer of the County (O.C.G.A. 42-4-1);

**WHEREAS**, the City believes it would be desirable to the taxpayers of both the City and County to house City inmates at the Candler County Jail; and

**WHEREAS**, the Candler County Sheriff has determined that he has sufficient manpower to house City inmates at the County jail and that there otherwise exists sufficient space at the County jail for same; and

**WHEREAS**, Candler County has duly resolved to opt-into the provisions of O.C.G.A. § 15-21-90 *et seq* (the Jail Construction and Staffing Act) and has thereby established the required “County Jail Fund” account and resolved to use the proceeds for those purposes authorized by O.C.G.A. 15-21-90 and as are further constrained by a certain Board of Commissioners-approved Resolution regarding the Jail Fund;

**WHEREAS**, the Candler County Sheriff, as chief jailor of the County, has the power and authority to assume custody, control and care over City inmates. (Griffin v. Chatham County, 244 Ga. 628 (Ga. 1979) (Sheriff had a duty enforceable in mandamus to accept city inmates where county and city entered into an intergovernmental agreement to house city inmates in the county jail)); and

**WHEREAS**, the parties agree that this IGA constitutes a more appropriate vehicle for the handling, custody and care of City inmates than for the two jurisdictions to have separate processes, facilities and requirements related to said inmates.

**NOW, THEREFORE**, it is agreed by and between the Candler County Sheriff, the City of Metter and Candler County as follows:

**I. Housing of City Inmates, Cost of Services, Jail Fund Surcharge, Term**

Candler County agrees that, during the term of this Agreement, City inmates may be housed in the Candler County Jail. The Sheriff of Candler County shall assume custody, control and care of City inmates housed in the Candler County Jail pursuant to the terms of this agreement beginning July 1, 2018. The City shall pay to the County the greater of \$35.00 per day, per inmate, for this service, or the annual amount collected by the City pursuant to the Jail Fund Surcharge collected by the City of Metter. Payment of the aforesaid amount shall first be satisfied pursuant to the Jail Fund Surcharge collected by the City and remitted to Candler County pursuant to the Jail Construction and Staffing Act (the "Act"). If the annual amount of Jail Fund surcharges paid by the City to Candler County is less than \$35.00 per day, per inmate, then the City shall pay to the County the amount of the difference. Jail Fund Surcharges are required to be paid by the City to the County by the tenth day of the month following the month in which the surcharge was collected.

The Parties shall determine the total amount paid to Candler County by the City for the preceding calendar year by June 30<sup>th</sup>, of the subsequent calendar year. If the annual amount paid to the County by the City is less than \$35.00 per day, per inmate, then the City shall tender sufficient funds to the County by July 30<sup>th</sup> in order to satisfy the minimum fee required for housing services rendered in the preceding year. If it is determined that the City paid Jail Fund surcharges equal to or are in excess of an amount that is equivalent of \$35.00 per day, per inmate, to the County during a calendar year - then no balance shall be due by the City and the County shall be entitled to retain all amounts tendered in the County's Jail Fund account and expended pursuant to duly adopted Resolutions controlling same. Additionally, and pursuant to State Law, the City shall

not be entitled to a refund or credit due to Jail Fund surcharge payments above an amount that is the equivalent of \$35.00 per day, per inmate, for the calendar year. It is agreed by all Parties that if the Jail Fund surcharge payments for any year exceed an amount that is the equivalent of \$35.00 per day, per inmate, that such an increase shall be deemed to correspond to an increase in the costs and services associated with those City Defendants and therefore a corresponding increase in the cost of housing City inmates for that year. All Jail Fund surcharge monies paid by the City to the County shall be retained in the County's Jail Fund account and expended pursuant to duly adopted Resolutions controlling same.

The initial term of this agreement shall be from July 1, 2018 through June 30, 2028. Thereafter, this IGA shall automatically renew on July 1<sup>st</sup> of each subsequent year for a full twelve-month term. This IGA shall continue to automatically renew annually for up to fifty years; however, any Party hereto may terminate this IGA as set forth in Section VIII. Once this IGA terminates, the City will no longer be authorized to collect and pay the Jail Fund surcharge, subject to any future amendments to the Act.

## **II. Services Provided**

The Sheriff shall provide all usual and customary detention services to City inmates housed at the Candler County Jail as if they were County inmates. The determination of what medical care is necessary and what prescription or other medicines are required will be determined by the health care provider retained to provide health care services at the Candler County Jail.

If the Candler County Jail retained health care provider determines that a City Inmate requires medical treatment outside of the Candler County Jail or treatment that is not customarily provided in the Candler County Jail then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, immediately. The inmate shall then be turned over to City custody and the

City shall transport the City inmate to the appropriate medical care facility unless emergency medical transport is required. Once the inmate is turned over to City custody the City shall be responsible for the detention of said inmate until such time as the inmate is returned to the Candler County Jail. The cost of any medical care provided to a City inmate at a location other than the Candler County Jail or care provided at the Candler County Jail that is customarily not performed at the Jail (i.e. for which the retained health care provider assesses an additional fee above their normal rate) shall be borne solely by the City. The cost of normal and customary medical care provided to City inmates while housed at the Candler County Jail shall be borne by the City

If the Candler County Jail health care provider or medical personnel at a medical facility determine that a City Inmate requires mental health treatment at a mental health facility outside of the Candler County Jail, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee. The Candler County Sheriff shall transport the inmate to the appropriate mental health facility outside of Candler County. In the event mental health facilities exist within Candler County appropriate in the determination of the Candler County Jail contract health care provider or medical personnel at a medical facility, the City shall then transport the City inmate to the appropriate medical care facility within Candler County. The cost of any mental health care provided to a City inmate at a location other than the Candler County Jail that is customarily not performed at the Jail (ie. for which the retained health care provider assesses an additional fee above their contract rate) shall be borne solely by the City.

### **III. Transportation**

The City of Metter Police Department (MPD) shall be responsible for transporting all City inmates to the Candler County Jail for booking. MPD shall comply with the Candler County Jail's booking procedures. Additionally, the MPD shall be responsible for transporting all City inmates

for their court appearances, to include pick up from the Candler County Jail and return to the Jail after court. The MPD will also be responsible for transporting any City inmate for medical care needed as discussed in Section II.

#### **IV. Booking and Bonding**

City Inmates will be booked in at the Candler County Jail. All City Inmates shall be booked in using the City's ORI number (ORI #GA0580100). Any City inmate posting bond through a bonding company shall use a bonding company that has been approved by the City and by the Sheriff. All City Inmates shall be bonded using a City bond form. The City hereby grants authority to the Sheriff, or his designee, to sign each City bond form.

The Sheriff shall remit all bond monies received on behalf of City Inmates on the next business day.

City inmates may post property bonds subject to the same requirements of County property bonds.

#### **V. Evidence and other Property**

The City shall maintain custody of any and all evidence collected on any case in which a Defendant is arrested and booked into custody at the Candler County Jail. The Candler County Jail shall maintain all personal property of each City Inmate booked into custody at the jail. This personal property shall be returned to the City Inmate upon the inmate's release from custody.

#### **VI. Insurance**

The parties agree that City Inmates will be covered under Candler County's Insurance policy/Risk Management to the same extent as County Inmates for all periods of time wherein any such City Inmate is housed at the Candler County Jail and under the control of the Candler County Sheriff's Office. Otherwise, the Parties hereto agree that MPD officers shall be insured under City-

purchased liability insurance and that the Candler County Sheriff and all officers and jailers of the Candler County Sheriff shall be insured under County-purchased liability insurance. Nothing in this Agreement is intended or should be construed as suggesting that the Candler County Sheriff and the MPD are engaged in a joint undertaking for law enforcement functions, generally, and that this Agreement is limited to the housing of City Inmates in the Candler County Jail.

**VII. Dispatch and access to E-911 radios**

In addition to the consideration paid by Metter for jail services, the City also agrees to pay to the County, in equal monthly installments, \$65,000 per year to fund dispatch communication services from the Candler County Sheriff's Office to the MPD. For purposes of this Agreement, the phrase "dispatch services" shall mean the receipt by the Candler County Sheriff of both emergency dispatch communications from the Bulloch County PSAP and secondary dispatch communications and the relaying of said communications to the MPD. The City's annual payment shall be derived from any available revenue sources to Metter. No additional payment shall be required by the Metter during the term of this Agreement for access to and use of the Candler County emergency radio system, except it is expressly agreed that the City shall purchase its own radios and equipment and shall be required to use the same system as is used by the Candler County Sheriff's Office.

Dispatch services shall also include the receipt, recording, monitoring and transmission of all emergency and non-emergency telephonic or radio calls into the County's designated public safety answering point ("PSAP") to the appropriate first responder in Metter: the Metter Police Department, Metter Fire Department or the authorized emergency medical service provider within Metter. The County and Sheriff shall provide dispatch service in the same manner and means as that provided to the County and Sheriff personnel and shall ensure that such manner and means is

most effective and responsive. The County and Sheriff (or through its PSAP) shall use a computer automated dispatch program to assist in the dispatch, recording and monitoring of such calls. In the event that the County uses the County's radio system for public works, the system shall likewise be available for use by Metter public works.

**VIII. Duration of Agreement**

This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. This Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, and Chair of the Board of Commissioners or County Administrator, and the Candler County Sheriff, as the case may be.

**IX. Miscellaneous**

A. This IGA may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

B. Each of the individuals who execute this IGA agrees and represents that he is authorized to execute this IGA on behalf of the respective governmental entity and further agrees and represents that this IGA has been duly passed upon by his respective government and spread upon the Minutes as required. Accordingly, the Sheriff, the City and Candler County both waive and release any right to contest the enforceability of this IGA based upon the execution and/or approval thereof.

**IN WITNESS WHEREOF**, the parties have caused this IGA to be executed under seal as of the date first written above.

**SHERIFF OF CANDLER COUNTY**

Sheriff John Miles

Sheriff's Witness

**CITY OF METTER, GEORGIA**

By:   
Mayor

To include a reference back to the DCA Form 2 for E-911/Radio/Dispatch services, and jail.

Attest:

City Clerk

[AFFIX SEAL]

**CANDLER COUNTY, GEORGIA**

By:   
Chairman

To include a reference back to the DCA Form 2 for E-911/Radio/Dispatch services, ~~and jail.~~

Attest:

County Clerk





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Elections and Voter Registration**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <i>Local Government or Authority</i> | <i>Funding Method</i>                                                                                                                                 |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First, apply fees collected for the provision of the service, grant and SPLOST funds, if applicable, with the balance paid from County General Funds. |
| City of Metter                       | First, apply fees collected for the provision of the service, grant and SPLOST funds, if applicable, with the balance paid from General Funds.        |
| Town of Pulaski                      | First, apply fees collected for the provision of the service, grant and SPLOST funds, if applicable, with the balance paid from General Funds.        |

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Service shall be provided pursuant to agreement attached. The City of Metter and Town of Pulaski will be responsible for the cost of their respective municipal and town elections.

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

| <i>Agreement Name</i>                                                                                                                                           | <i>Contracting Parties</i>                                          | <i>Effective and Ending Dates</i> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------|
| Agreement Between the City of Metter, Candler County and the Probate Judge of Candler County for the Probate Judge to Conduct Elections for the City of Metter. | Candler County, City of Metter, and Probate Judge of Candler County | 8/14/17 through 1/1/21            |
|                                                                                                                                                                 |                                                                     |                                   |
|                                                                                                                                                                 |                                                                     |                                   |
|                                                                                                                                                                 |                                                                     |                                   |
|                                                                                                                                                                 |                                                                     |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

**AGREEMENT BETWEEN THE CITY OF METTER, GEORGIA, CANDLER COUNTY, GEORGIA AND THE PROBATE JUDGE OF CANDLER COUNTY FOR THE CANDLER COUNTY PROBATE JUDGE TO CONDUCT ELECTIONS FOR THE CITY OF METTER, GEORGIA**

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of August, 2017, by and between the **CITY OF METTER, GEORGIA**, an incorporated municipality of the State of Georgia (hereinafter referred to as the "City"); **CANDLER COUNTY, GEORGIA**, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as the "County" or "Candler County"); and the **PROBATE JUDGE OF CANDLER COUNTY, GEORGIA** (hereinafter referred to as the "Probate Judge").

**WITNESSETH THAT:**

**WHEREAS**, the City considers it in its best interest to authorize the Probate Judge to conduct City elections and to perform certain functions related thereto; and

**WHEREAS**, the Probate Judge has the resources and qualified personnel available for handling of such elections; and

**WHEREAS**, Candler County will incur additional expenses as a result of the Probate Judge handling said City elections for which the City must compensate the County; and

**WHEREAS**, cities and counties may enter into contracts for services under the Constitution of the State of Georgia, Article IX, Section 3, Paragraph 1; and

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

1. The City agrees to perform the following services related to City elections:
  - a) Prepare and send in all State Ethics forms as required by the State Election Division.
  - b) Prepare and send any other reports required by the State Election Division.
  - c) Handle qualifying candidates for office.
  - d) Prepare and advertise all election notices.
  - e) Mail final elections results to the Secretary of State's office.
2. The City agrees to be responsible for all costs incurred by the County and/or Probate Judge for holding the City's election including, but not limited to the following:

- a) Cost of ES&S compiling the ballots for the machines, doing L & A Testing and during actual election, setting up the machines, and coming in the day after election to run reports.
  - b) Cost of mailing of absentee ballots.
  - c) Cost of absentee ballots ordered from ES&S.
  - d) Cost related to certifying the election results.
  - e) Cost of runoff, if necessary.
  - f) Cost of election supervisor, poll workers, Probate Judge's members and/or staff assisting in election, runoff, early voting, absentee balloting, etc.
  - g) Cost of early voting.
  - h) Cost for any additional training required for holding municipal elections.
  - i) If the State requires a rental charge for the City's use of the voting machine, the County will charge the amount required by the State and nothing more for the use of the voting machines.
3. In exchange for payment of the above costs to the County, the Probate Judge shall do the following:
- a) Hire and train all election workers.
  - b) Provide facilities and equipment.
  - c) Set up and hold City elections.
  - d) Pay election workers.
  - e) Maintain proper certifications to hold City elections.
  - f) Secure adequate number of poll workers for City election.
  - g) Handle L & A Testing of DRE and Optical Scan machines.
  - h) Prepare final results of the City election required to be sent to Secretary of State's office.
  - i) Work with ES&S to make ready machines (DRE, Optical Scan, card readers, etc.).

- j) Secure absentee ballots (applications, mailing, and data entry in State of Georgia database).
  - k) Handle early voting as required by law.
  - l) Provide to the City such financial data as deemed necessary by the City to document the expenditures made by the Probate Judge and/or County in performing this Agreement.
4. The County agrees it will not charge the City for any costs over and above the County's actual out of pocket expenses incurred as a result of holding City election.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day and year first above written.

"County"

"City"

*[Signature]*  
Authorized Representative of  
Candler County, Georgia



*[Signature]* (Seal)  
Authorized Representative of the  
City of Metter, Georgia

*[Signature]*  
Attest

*[Signature]*  
Attest

"Probate Judge"

9-8-17

*[Signature]* (Seal)  
Authorized Representative of  
Probate Judge

*[Signature]*  
Attest



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Emergency Management***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                 |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First, apply fees collected for the provision of the service, grant and SPLOST funds, if applicable, with the balance paid from County General Funds. |
|                                      |                                                                                                                                                       |
|                                      |                                                                                                                                                       |
|                                      |                                                                                                                                                       |
|                                      |                                                                                                                                                       |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Hospital**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                    |
|--------------------------------------|------------------------------------------------------------------------------------------|
| Candler County Hospital Authority    | Authority's fees, grants, donations, rent and lease payments, and SPLOST, if applicable. |
| Candler County                       | General Fund and any other available revenue sources.                                    |
|                                      |                                                                                          |
|                                      |                                                                                          |
|                                      |                                                                                          |

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

The strategy clarifies the funding mechanism. The County subsidizes the Hospital through discretionary payments to the Hospital Authority for debt payment. The County may, but has no obligation, to subsidize the Hospital.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
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|                       |                            |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Jail**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
|                                      |                                                                                                                                         |
|                                      |                                                                                                                                         |

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

Candler County and the City of Metter have entered into a new intergovernmental agreement for jail services, attached hereto. Moreover, for the purposes of said agreeent, the term "City inmate" shall be defined as follows: "persons charged or convicted of only violations of municipal ordinances.

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

| <b>Agreement Name</b>                                                                  | <b>Contracting Parties</b>                                    | <b>Effective and Ending Dates</b> |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------|
| Candler County Sheriff, City of Metter, Candler County IGA                             | City of Metter, Candler County and the Candler County Sheriff | 7/1/18 through 6/30/28            |
| regarding the Housing of City Inmates at the Candler County Jail and Dispatch Services |                                                               |                                   |
|                                                                                        |                                                               |                                   |

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

The above referenced IGA is included with this form and incorporated herein by reference.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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:

**CANDLER COUNTY SHERIFF- CITY OF METTER – CANDLER COUNTY  
INTERGOVERNMENTAL AGREEMENT REGARDING HOUSING OF CITY  
INMATES AT THE CANDLER COUNTY JAIL AND DISPATCH SERVICES**

This Intergovernmental Agreement (the “IGA”) is entered into as of the 11<sup>th</sup> day of June, 2018, by and between **SHERIFF JOHN MILES**, the duly elected Candler County Sheriff and constitutional officer for the State of Georgia (hereinafter referred to as “Candler County Sheriff” or “Sheriff”), the **CITY OF METTER**, a municipal corporation by and through its duly authorized governing authority, the City Council of METTER, Georgia (hereinafter referred to as “Metter” or “City”) and **CANDLER COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Candler County, Georgia (hereinafter referred to as “Candler County”).

**PURPOSE:** The purpose of this IGA is to memorialize the service provider that will provide inmate housing services for City inmates such as, but not limited to, the housing, processing, medical care and supervision of City inmates, to memorialize the service delivery arrangement between the Candler County Sheriff, Candler County and the City regarding same, and to identify funding sources and allocations for same;

**PURPOSE:** The purpose of this IGA is also to memorialize the funding arrangement by which Metter will receive E-911 dispatch services from the Candler County Sheriff:

**W I T N E S S E T H:**

**WHEREAS**, the City has a Police Department which handles criminal cases falling within its jurisdiction for offenses occurring within the incorporated areas of Candler County; and

**WHEREAS**, the City Police Department makes arrests of offenders and must, at times, incarcerate said offenders; and

**WHEREAS**, Candler County has an obligation to construct and fund the operation of a jail (O.C.G.A. 36-9-5);

**WHEREAS**, the Sheriff is the jailer of the County (O.C.G.A. 42-4-1);

**WHEREAS**, the City believes it would be desirable to the taxpayers of both the City and County to house City inmates at the Candler County Jail; and

**WHEREAS**, the Candler County Sheriff has determined that he has sufficient manpower to house City inmates at the County jail and that there otherwise exists sufficient space at the County jail for same; and

**WHEREAS**, Candler County has duly resolved to opt-into the provisions of O.C.G.A. § 15-21-90 *et seq* (the Jail Construction and Staffing Act) and has thereby established the required “County Jail Fund” account and resolved to use the proceeds for those purposes authorized by O.C.G.A. 15-21-90 and as are further constrained by a certain Board of Commissioners-approved Resolution regarding the Jail Fund;

**WHEREAS**, the Candler County Sheriff, as chief jailor of the County, has the power and authority to assume custody, control and care over City inmates. (Griffin v. Chatham County, 244 Ga. 628 (Ga. 1979) (Sheriff had a duty enforceable in mandamus to accept city inmates where county and city entered into an intergovernmental agreement to house city inmates in the county jail)); and

**WHEREAS**, the parties agree that this IGA constitutes a more appropriate vehicle for the handling, custody and care of City inmates than for the two jurisdictions to have separate processes, facilities and requirements related to said inmates.

**NOW, THEREFORE**, it is agreed by and between the Candler County Sheriff, the City of Metter and Candler County as follows:

**I. Housing of City Inmates, Cost of Services, Jail Fund Surcharge, Term**

Candler County agrees that, during the term of this Agreement, City inmates may be housed in the Candler County Jail. The Sheriff of Candler County shall assume custody, control and care of City inmates housed in the Candler County Jail pursuant to the terms of this agreement beginning July 1, 2018. The City shall pay to the County the greater of \$35.00 per day, per inmate, for this service, or the annual amount collected by the City pursuant to the Jail Fund Surcharge collected by the City of Metter. Payment of the aforesaid amount shall first be satisfied pursuant to the Jail Fund Surcharge collected by the City and remitted to Candler County pursuant to the Jail Construction and Staffing Act (the "Act"). If the annual amount of Jail Fund surcharges paid by the City to Candler County is less than \$35.00 per day, per inmate, then the City shall pay to the County the amount of the difference. Jail Fund Surcharges are required to be paid by the City to the County by the tenth day of the month following the month in which the surcharge was collected.

The Parties shall determine the total amount paid to Candler County by the City for the preceding calendar year by June 30<sup>th</sup>, of the subsequent calendar year. If the annual amount paid to the County by the City is less than \$35.00 per day, per inmate, then the City shall tender sufficient funds to the County by July 30<sup>th</sup> in order to satisfy the minimum fee required for housing services rendered in the preceding year. If it is determined that the City paid Jail Fund surcharges equal to or are in excess of an amount that is equivalent of \$35.00 per day, per inmate, to the County during a calendar year - then no balance shall be due by the City and the County shall be entitled to retain all amounts tendered in the County's Jail Fund account and expended pursuant to duly adopted Resolutions controlling same. Additionally, and pursuant to State Law, the City shall

not be entitled to a refund or credit due to Jail Fund surcharge payments above an amount that is the equivalent of \$35.00 per day, per inmate, for the calendar year. It is agreed by all Parties that if the Jail Fund surcharge payments for any year exceed an amount that is the equivalent of \$35.00 per day, per inmate, that such an increase shall be deemed to correspond to an increase in the costs and services associated with those City Defendants and therefore a corresponding increase in the cost of housing City inmates for that year. All Jail Fund surcharge monies paid by the City to the County shall be retained in the County's Jail Fund account and expended pursuant to duly adopted Resolutions controlling same.

The initial term of this agreement shall be from July 1, 2018 through June 30, 2028. Thereafter, this IGA shall automatically renew on July 1<sup>st</sup> of each subsequent year for a full twelve-month term. This IGA shall continue to automatically renew annually for up to fifty years; however, any Party hereto may terminate this IGA as set forth in Section VIII. Once this IGA terminates, the City will no longer be authorized to collect and pay the Jail Fund surcharge, subject to any future amendments to the Act.

## **II. Services Provided**

The Sheriff shall provide all usual and customary detention services to City inmates housed at the Candler County Jail as if they were County inmates. The determination of what medical care is necessary and what prescription or other medicines are required will be determined by the health care provider retained to provide health care services at the Candler County Jail.

If the Candler County Jail retained health care provider determines that a City Inmate requires medical treatment outside of the Candler County Jail or treatment that is not customarily provided in the Candler County Jail then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, immediately. The inmate shall then be turned over to City custody and the

City shall transport the City inmate to the appropriate medical care facility unless emergency medical transport is required. Once the inmate is turned over to City custody the City shall be responsible for the detention of said inmate until such time as the inmate is returned to the Candler County Jail. The cost of any medical care provided to a City inmate at a location other than the Candler County Jail or care provided at the Candler County Jail that is customarily not performed at the Jail (i.e. for which the retained health care provider assesses an additional fee above their normal rate) shall be borne solely by the City. The cost of normal and customary medical care provided to City inmates while housed at the Candler County Jail shall be borne by the City

If the Candler County Jail health care provider or medical personnel at a medical facility determine that a City Inmate requires mental health treatment at a mental health facility outside of the Candler County Jail, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee. The Candler County Sheriff shall transport the inmate to the appropriate mental health facility outside of Candler County. In the event mental health facilities exist within Candler County appropriate in the determination of the Candler County Jail contract health care provider or medical personnel at a medical facility, the City shall then transport the City inmate to the appropriate medical care facility within Candler County. The cost of any mental health care provided to a City inmate at a location other than the Candler County Jail that is customarily not performed at the Jail (ie. for which the retained health care provider assesses an additional fee above their contract rate) shall be borne solely by the City.

### **III. Transportation**

The City of Metter Police Department (MPD) shall be responsible for transporting all City inmates to the Candler County Jail for booking. MPD shall comply with the Candler County Jail's booking procedures. Additionally, the MPD shall be responsible for transporting all City inmates

for their court appearances, to include pick up from the Candler County Jail and return to the Jail after court. The MPD will also be responsible for transporting any City inmate for medical care needed as discussed in Section II.

#### **IV. Booking and Bonding**

City Inmates will be booked in at the Candler County Jail. All City Inmates shall be booked in using the City's ORI number (ORI #GA0580100). Any City inmate posting bond through a bonding company shall use a bonding company that has been approved by the City and by the Sheriff. All City Inmates shall be bonded using a City bond form. The City hereby grants authority to the Sheriff, or his designee, to sign each City bond form.

The Sheriff shall remit all bond monies received on behalf of City Inmates on the next business day.

City inmates may post property bonds subject to the same requirements of County property bonds.

#### **V. Evidence and other Property**

The City shall maintain custody of any and all evidence collected on any case in which a Defendant is arrested and booked into custody at the Candler County Jail. The Candler County Jail shall maintain all personal property of each City Inmate booked into custody at the jail. This personal property shall be returned to the City Inmate upon the inmate's release from custody.

#### **VI. Insurance**

The parties agree that City Inmates will be covered under Candler County's Insurance policy/Risk Management to the same extent as County Inmates for all periods of time wherein any such City Inmate is housed at the Candler County Jail and under the control of the Candler County Sheriff's Office. Otherwise, the Parties hereto agree that MPD officers shall be insured under City-

purchased liability insurance and that the Candler County Sheriff and all officers and jailers of the Candler County Sheriff shall be insured under County-purchased liability insurance. Nothing in this Agreement is intended or should be construed as suggesting that the Candler County Sheriff and the MPD are engaged in a joint undertaking for law enforcement functions, generally, and that this Agreement is limited to the housing of City Inmates in the Candler County Jail.

**VII. Dispatch and access to E-911 radios**

In addition to the consideration paid by Metter for jail services, the City also agrees to pay to the County, in equal monthly installments, \$65,000 per year to fund dispatch communication services from the Candler County Sheriff's Office to the MPD. For purposes of this Agreement, the phrase "dispatch services" shall mean the receipt by the Candler County Sheriff of both emergency dispatch communications from the Bulloch County PSAP and secondary dispatch communications and the relaying of said communications to the MPD. The City's annual payment shall be derived from any available revenue sources to Metter. No additional payment shall be required by the Metter during the term of this Agreement for access to and use of the Candler County emergency radio system, except it is expressly agreed that the City shall purchase its own radios and equipment and shall be required to use the same system as is used by the Candler County Sheriff's Office.

Dispatch services shall also include the receipt, recording, monitoring and transmission of all emergency and non-emergency telephonic or radio calls into the County's designated public safety answering point ("PSAP") to the appropriate first responder in Metter: the Metter Police Department, Metter Fire Department or the authorized emergency medical service provider within Metter. The County and Sheriff shall provide dispatch service in the same manner and means as that provided to the County and Sheriff personnel and shall ensure that such manner and means is

most effective and responsive. The County and Sheriff (or through its PSAP) shall use a computer automated dispatch program to assist in the dispatch, recording and monitoring of such calls. In the event that the County uses the County's radio system for public works, the system shall likewise be available for use by Metter public works.

**VIII. Duration of Agreement**

This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. This Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, and Chair of the Board of Commissioners or County Administrator, and the Candler County Sheriff, as the case may be.

**IX. Miscellaneous**

A. This IGA may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

B. Each of the individuals who execute this IGA agrees and represents that he is authorized to execute this IGA on behalf of the respective governmental entity and further agrees and represents that this IGA has been duly passed upon by his respective government and spread upon the Minutes as required. Accordingly, the Sheriff, the City and Candler County both waive and release any right to contest the enforceability of this IGA based upon the execution and/or approval thereof.

**IN WITNESS WHEREOF**, the parties have caused this IGA to be executed under seal as of the date first written above.

**SHERIFF OF CANDLER COUNTY**

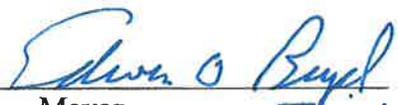


\_\_\_\_\_  
Sheriff John Miles



\_\_\_\_\_  
Sheriff's Witness

**CITY OF METTER, GEORGIA**

By:   
\_\_\_\_\_  
Mayor

To include a reference  
back to the DCA Form 2  
for E-911/Radio/Dispatch  
services, and jail. —

Attest:



\_\_\_\_\_  
City Clerk

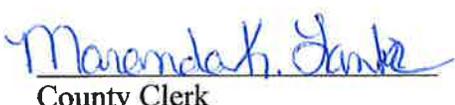
[AFFIX SEAL]

**CANDLER COUNTY, GEORGIA**

By:   
\_\_\_\_\_  
Chairman

To include a reference  
back to the DCA Form 2  
for E-911/Radio/Dispatch  
services.  and jail.

Attest:



\_\_\_\_\_  
County Clerk

[AFFIX SEAL]





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Law Enforcement**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
|                                      |                                                                                                                                         |
|                                      |                                                                                                                                         |

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

The strategy changes the previous arrangement by clarifying the funding mechanism. The County will continue to provide for law enforcement within the unincorporated area and in Pulaski. Metter will provide the service within its jurisdiction.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Library**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                             |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Statesboro Regional Libraries Sys.   | First apply fees, grants, rents, lease payments, and SPLOST funds, if applicable, the balance to be paid by contributions from the County, City, and School Board |
| Candler County                       | County's contribution shall be derived from a Special Service District using the sources of revenue specified in box 6                                            |
| City of Metter                       | General funds and any other available revenue sources                                                                                                             |
| Candler County BOE                   | School District's general fund and any other available revenue sources                                                                                            |

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

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

| <b>Agreement Name</b>                                                                    | <b>Contracting Parties</b>                                                                                      | <b>Effective and Ending Dates</b> |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Intergovernmental Agreement for the Operation, Services, and Funding of Library Services | City of Metter, Candler County, the Statesboro Regional Libraries System and the Candler County School District | 6/11/18 - 6/10/28                 |
|                                                                                          |                                                                                                                 |                                   |
|                                                                                          |                                                                                                                 |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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:

## INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF LIBRARY SERVICES

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11<sup>th</sup> day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"), the Statesboro Regional Public Libraries System (hereinafter "Regional Library"), and the Candler County School District (hereinafter "School District"). Metter, the County, the Regional Library, and the School District shall be collectively referred to as the "Parties."

**WHEREAS**, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Georgia Constitution provides that cities and counties may contract with one another for *"for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide."* (Ga. Const., Art. 9, Section 2, Para. 1);

**WHEREAS**, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

**WHEREAS**, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

**WHEREAS**, the countywide provision of library services is currently provided by the Regional Library;

**WHEREAS**, the Parties – by duly approving this Agreement and spreading same upon the

minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of library services continue to be provided by the Regional Library and funded as set forth in this Agreement.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

### **ARTICLE I – PROVISION OF SERVICES**

The Regional Library shall provide for the operations, management, maintenance and improvements to the L. C. Anderson Memorial Library (“Memorial Library”) located in Metter, Georgia, and associated library services for the benefit of both the unincorporated and incorporated areas of Candler County, Georgia and the School District.

### **ARTICLE II – JOINT FUNDING FOR PROVISION OF SERVICES**

The Regional Library’s operation and services provided through the Memorial Library shall be funded as follows. The Regional Library shall establish its annual budget for the Memorial Library after first applying the Regional Library’s fees, grants, rents, lease payments, and SPLOST funds, if applicable, to the total costs of the Memorial Library’s operations, maintenance and capital improvements as apportioned to the Parties and the Regional Library. The balance of the budget shall be funded from payments made by the County, Metter, and School District, as set forth below.

1. *County Funding.* In the first year of this Agreement, the County shall pay to the Regional Library forty percent (40%) of the Regional Library’s Memorial Library budget balance based on the Regional Library’s approved budget for the Memorial Library, as amended, for its services as described in Article I of this Agreement (hereinafter “County Base Payment”). Even though over the term of this Agreement, the Regional Library’s subsequent annual budgets may increase for the Memorial Library, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Pay. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
2. *Metter Funding.* In the first year of this Agreement, Metter shall pay to the Regional Library forty percent (40%) of the Regional Library’s Memorial Library budget balance based on the Regional Library’s approved budget for the Memorial Library, as amended, for its services as described in Article I of this Agreement (hereinafter “Metter Base Payment”). Even though over the term of this Agreement, the Regional Library’s subsequent annual budgets may increase for the Memorial Library, the Metter Base

and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs (“DCA”) that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the “Commencement Date”). This Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Chair of the Regional Library, and Chair of the Board of Commissioners or County Administrator, as the case may be. In the event this Agreement is revoked or otherwise terminated, Metter or the County may seek to review and revise the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, Metter or the County must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the revocation or termination of this Agreement, either Metter or the County may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27.

#### ARTICLE IV – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter’s Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### ARTICLE V – EFFECTIVE DATE



**ARTICLE V – EFFECTIVE DATE**

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

**City of Metter, Georgia**

Edmond Boyd  
Mayor

Attest: Angie Conner  
City Clerk  
[seal]

**Regional Library**

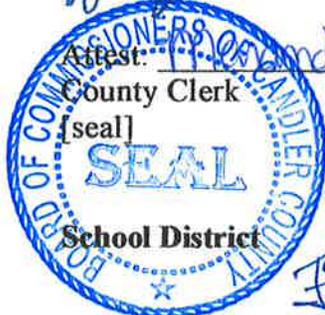
James Boyd  
Chairman Director

Attest: Rebecca Smith  
Secretary  
[seal]

**Candler County, Georgia**

[Signature]  
Chairman, Board of Commissioners

Attest: [Signature]  
County Clerk  
[seal]



**School District**

[Signature]  
Superintendent

Attest: Linda Conner  
Secretary  
[seal]



NOTARY  
Comm. Exp. 8/12/19  
PUBLIC  
CANDLER COUNTY, GA



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Mapping/GIS***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.               |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| Town of Pulaski                      | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Metter-Candler County Airport Authority**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

| <i>Local Government or Authority</i>    | <i>Funding Method</i>                                                                                                                                                              |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Metter-Candler County Airport Authority | First apply Authority's fees, fuel sales, grants, donations, rent and lease payments, and SPLOST, if applicable, with balance paid with 60% from the County and 40% from the City. |
| Candler County                          | The Special Service District comprised of the unincorporated area of the County using the sources of revenue specified in Box 6, below.                                            |
| City of Metter                          | City's General Fund and any other available revenue sources.                                                                                                                       |

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Service will be provided pursuant to agreement attached.

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

| <i>Agreement Name</i>                                                                        | <i>Contracting Parties</i>                                           | <i>Effective and Ending Dates</i> |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------|
| Intergovernmental Agreement for the Operation, Services and Funding of the Airport Authority | City of Metter, Candler County, and Metter-Candler Airport Authority | 6/11/18 through 6/10/28           |
|                                                                                              |                                                                      |                                   |
|                                                                                              |                                                                      |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district with funds derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

## INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF THE AIRPORT AUTHORITY

This Service Delivery Intergovernmental Agreement (hereinafter the “Agreement”) is entered into this 11<sup>th</sup> day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter “Metter”), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter “County”), and the Metter-Candler County Airport Authority (hereinafter “Authority”). Metter, the County, and the Authority shall be collectively referred to as the “Parties.”

**WHEREAS**, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the “Act”), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Georgia Constitution provides that cities and counties may contract with one another for *“for the provision of services, or for the joint or separate use of facilities or equipment [so long as] ... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”* (Ga. Const., Art. 9, Section 2, Para. 1);

**WHEREAS**, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

**WHEREAS**, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, the Act places an emphasis on city and county governments working together to “minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;”

**WHEREAS**, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of services performed by the Authority shall be provided and funded as set forth in this Agreement.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

### **ARTICLE I – PROVISION OF SERVICES**

The Authority shall provide for the operations, management and improvements, if any, to the Metter-Candler airport located in Metter, Georgia for the benefit of both the unincorporated and incorporated areas of Candler County, Georgia.

### **ARTICLE II – JOINT FUNDING FOR PROVISION OF SERVICES**

The Authority's operation and services shall be funded as follows. The Authority shall establish its annual budget after first applying the Authority's fees, grants, rents, lease payments, donations, fuel sales, and SPLOST funds, if applicable, to the total costs of the Authority's operations, maintenance and capital improvements. Any remaining balance of the budget shall be funded from payments made by the County and Metter as set forth below.

1. *County Funding.* In the first year of this Agreement, the County shall pay to the Authority sixty percent (60%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Pay. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
2. *Metter Funding.* In the first year of this Agreement, Metter shall pay to the Authority forty percent (40%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "Metter Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the Metter Base Payment shall not increase more than 5% from year to year unless Metter by resolution otherwise consents to increase the Metter Base Payment. The Metter Base Payment, as adjusted in accordance with this Agreement, shall be derived from Metter's General Fund and any other available revenue sources to Metter.
3. *Payment Example.* If the Authority's previous budgetary balance was one hundred thousand dollars (\$100,000), then in year one, the County would pay \$60,000 and Metter would pay \$40,000. If the Authority's subsequent year's budget showed an increase of 10% to \$110,000, the 5% cap would apply and the subsequent year's annual payment would be adjusted as follows:

a. County Base Payment as adjusted:  $\$60,000 + (\$60,000 \times .05) = \$63,000$

b. Metter Base Payment as adjusted:  $\$40,000 + (\$40,000 \times .05) = \$42,000$

4. *Payments.* The payments required in paragraphs one (1) and two (2) of this Article shall be divided and paid in equal monthly installments to the Authority. The Authority shall submit a monthly invoice to County and Metter on the first of every month starting with the month following the Commencement Date as defined below. County and Metter shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.

### **ARTICLE III – LAWN CARE**

During the term of this Agreement, Metter will provide lawncare, to include routine mowing, to the grounds of the Airport Authority.

### **ARTICLE IV – DURATION OF AGREEMENT**

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs (“DCA”) that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the “Commencement Date”). In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Chair of the Authority, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement expires, is revoked, or otherwise terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation, or termination of this Agreement.

### **ARTICLE V – MISCELLANEOUS**

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter’s Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters

set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.

3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### ARTICLE VI – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

**City of Metter, Georgia**

[Signature]  
Mayor

Attest: [Signature]  
City Clerk

[seal]

**Metter-Candler County Airport Authority**

[Signature]  
Chairman

Attest: [Signature]  
Secretary

[seal]



**Candler County, Georgia**

[Signature]  
Chairman, Board of Commissioners

Attest: [Signature]  
County Clerk





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Metter Fire and Rescue***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <i>Local Government or Authority</i> | <i>Funding Method</i>                                                             |
|--------------------------------------|-----------------------------------------------------------------------------------|
| City of Metter                       | First, apply fees, fines, grants, donations, then SPLOST, if applicable, then the |
|                                      | Town and County contributions, with the balance paid from the General Fund.       |
| Town of Pulaski                      | Any available revenue source.                                                     |
| Candler County                       | The Special Service District comprised of the unincorporated area of County       |
|                                      | using the sources of revenue specified in Box 6, below.                           |
|                                      |                                                                                   |

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

The strategy changes the previous arrangement by an expansion of the service area and the funding mechanism. This service will be funded in accordance with the attached agreement.

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

| <i>Agreement Name</i>                                                                                                                                 | <i>Contracting Parties</i>                          | <i>Effective and Ending Dates</i> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------|
| Intergovernmental Agreement between the City of Metter, Town of Pulaski and Candler County GA for the Provision and Funding of Fire & Rescue Services | City of Metter, Town of Pulaski, and Candler County | 6/11/18 through 6/10/28           |
|                                                                                                                                                       |                                                     |                                   |
|                                                                                                                                                       |                                                     |                                   |
|                                                                                                                                                       |                                                     |                                   |
|                                                                                                                                                       |                                                     |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County with funds derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
OF METTER, TOWN OF PULASKI, AND CANDLER COUNTY, GEORGIA, FOR THE  
PROVISION AND FUNDING OF FIRE AND RESCUE SERVICES**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11<sup>th</sup> day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), the Town of Pulaski, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Pulaski"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"). Metter, Pulaski, and the County shall be collectively referred to as the "Parties."

**WHEREAS**, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Metter, Pulaski, and the County shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

**WHEREAS**, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

**WHEREAS**, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

**WHEREAS**, the provision of Fire and Rescue services within unincorporated Candler County and the Town of Pulaski is currently provided by the City of Metter Fire and Rescue Department ("Fire Department");

**WHEREAS**, the Parties – by duly approving this Intergovernmental Agreement (“Agreement”) and spreading same upon the minutes of each respective governing authority – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of Fire and Rescue services continue to be provided by the Fire Department and funded as set forth in this Agreement.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

### **ARTICLE I – FIRE PROTECTION AND RESCUE**

The Metter Fire Department shall provide fire protection and rescue services in both the incorporated and unincorporated areas of Candler County, Georgia.

### **ARTICLE II – BUDGETARY PROCESS**

1. Metter shall prepare its annual budget for the Fire Department by dividing it into two (2) sections, namely: one for the operation and maintenance budgetary needs and one for the capital outlay budgetary needs.
2. Prior to any budgetary hearings being held, or any action taken to approve any budget request for the Fire Department, such annual budget shall be submitted to the Budget Review Committee.
3. The Budget Review Committee shall be composed of one member designated by Metter, one member designated by the County, and one member designated by Pulaski. The members so designated may be elected officials, employees, or residents of the designating jurisdiction, provided that each member shall be at least 18 years of age. Each such member shall be appointed by a majority vote of the governing authority for Metter, the County, and Pulaski, respectively, and shall serve at the pleasure of the governing authority for such designating jurisdiction.
4. Before April 1 of each year, the Budget Review Committee shall meet with the Fire Chief regarding the proposed budget requests to make recommendations and provide input in the budgetary process. Such recommendations and input are not binding on Metter and shall require no action by Metter. But, it is the intent of this Agreement to allow for the County and Pulaski to increase its participation in the budgetary process through the creation of a formal outlet for the provision of recommendations and input. Further, it is the expectation of the Parties that the Metter Fire Chief shall fully cooperate with the Budget Review Committee in answering questions and otherwise providing support and backup for any such request as well as responding to concerns and questions raised by the Budget Review Committee.
5. The Parties expressly acknowledge that the Budget Review Committee shall have no authority with respect to the operation and day-to-day affairs of the Fire Department and

will confine its review and recommendations to budget appropriations for the operation and maintenance and capital outlay funding for the Fire Department.

### **ARTICLE III – FUNDING FOR BUDGETED OPERATIONS AND MAINTENANCE**

1. After considering the recommendation of the Budget Review Committee, the Metter City Council shall provide its approved budget for operations and maintenance (“O&M”) to the County’s Board of Commissioners following the May Council Meeting each year, unless delayed by unavoidable circumstances.
2. Metter shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department and the County shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department. Pulaski’s portion of the funding shall be accomplished through its contribution toward capital outlay projects.
3. During the first thirty (30) days after receipt of the approved budget, any party shall have the right to opt out of this Agreement by giving notice thereof to the other parties. Metter will continue to provide the services contemplated by this Agreement for the period and rates described in Sub-Paragraphs (a) and (b) below as applicable based on whether the County or Pulaski is the party giving such notice.
  - a. If the County decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide fire and rescue services to the County for a period of up to two (2) years at the rate of fifty (50) percent of the O&M budget for the last full budgetary year that preceded the year in which such notice is given. For example, if the O&M budget for the last full budgetary year that preceded the year in which such notice is given was \$100,000, then the County would pay Metter \$50,000 per year for up to two years after the County provided notice to Metter that the County would be opting out of this Agreement.
  - b. If Pulaski decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide Fire and Rescue services to the Town of Pulaski for a period of up to two (2) years in exchange for Pulaski’s continued contribution toward capital outlay projects in the same amount as Pulaski contributed during the last full budgetary year that preceded the year in which such notice was given. For example, if Pulaski contributed \$50,000 toward capital outlay projects during the last full budgetary year that preceded the year in which such notice was given, then Pulaski would pay Metter \$50,000 per year for up to two years after Pulaski provided notice to Metter that Pulaski would be opting out of this Agreement.
4. The Funding necessary for the budgeted capital outlay expenditures shall be provided as set forth in Article IV.

## ARTICLE IV – FUNDING FOR BUDGETED CAPITAL OUTLAY EXPENDITURES

With respect to the annual budget requests/appropriations for capital outlay expenditures, such as real property, buildings, vehicles, or equipment the following rules shall apply:

1. Metter shall determine what equipment it needs to properly operate its Fire Department so that it can provide adequate fire and rescue services to all areas of Candler County. The equipment acquired by Metter to operate said facilities for said purposes shall be purchased by Metter and paid for as hereinafter provided.
2. Metter, Pulaski, and the County shall determine what real property and buildings are required within their respective jurisdictions that will maximize efficiency and fire service delivery and shall, absent extenuating circumstances, independently acquire the real property and construct the buildings to be used by Metter in providing countywide fire and rescue services. Such fire stations shall be equipped and furnished with such items as will be necessary to operate such fire stations in accordance with approved standards set forth by the National Fire Protection Association, Insurance Services Office, or the Georgia Firefighters Standards and Training Council, as the Fire Chief deems applicable.
3. After considering the recommendation of the Budget Review Committee, Metter shall identify in its budget whether a proposed capital outlay budget expenditure is intended to serve the countywide fire system or is intended to primarily serve the incorporated area of Metter, Pulaski, or the unincorporated area of Candler County, as applicable.
  - a. In the event a proposed capital expenditure is determined to provide a benefit to both the incorporated and unincorporated areas of the County, upon approval by the funding governing authorities, Metter shall pay fifty (50) percent of such costs and the County shall pay fifty (50) percent of such costs.
  - b. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Metter, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Metter.
  - c. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Pulaski, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Pulaski.
  - d. In the event a proposed capital expenditure is determined to provide a benefit primarily to the unincorporated area of the County, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by the County from the funding sources contemplated in Article V.
4. After the effective date of this Agreement, title to any real property, buildings, vehicles, or equipment that are paid for 100 percent by a particular jurisdiction shall be and remain titled in the name of the purchasing jurisdiction, which shall also insure such real property, buildings, and vehicles, as the case may be. For example, if the County funds the purchase

of a fire truck 100 percent, then said fire truck shall be titled in the name of the County, and the County shall maintain insurance on such fire truck. During the term of this Agreement, however, the purchasing jurisdiction consents to the use of any such real property, buildings, vehicles, or equipment, exclusively by the Metter Fire Department for the purposes of providing the fire and rescue services contemplated in this Agreement. There shall be no additional charge for such use by the Fire Department beyond the exchange of the consideration set forth in this Agreement. In the event a capital expenditure is jointly funded, title to same shall be vested in Metter; but, it is the expectation of the Parties that jointly funded capital expenditures will be limited to vehicles and equipment as the cost for real property and buildings is anticipated to be borne exclusively by the Party within whose jurisdictional boundary the property and building is located.

5. With respect to the items of property referenced in Paragraph 4 of this Article above, the jurisdiction retaining title shall be responsible for any maintenance necessary on real property. During the term of this Agreement, however, Metter shall perform any required maintenance on any vehicles, buildings, and equipment and the cost of such maintenance shall be included in the budget section for maintenance and operation of the Fire Department under Article II and for which the cost of such maintenance will be shared 50-50 by the County and Metter.
6. In the event that any party opts out of this Agreement by giving notice thereof to the other parties in accordance with Article III, Paragraph 3, of this Agreement, then such capital outlay purchases shall be distributed as follows:
  - a. With respect to capital outlay purchases that were paid for 100 percent by Metter, Pulaski, or the County, respectively, such property shall be retained by the local government that paid for such items and possession shall be transferred by Metter to such other appropriate local government at the conclusion of the two-year service period contemplated under Article III, Paragraph 3.
  - b. With respect to capital outlay purchases that were jointly funded, Metter shall have the right of first refusal regarding the retention of such capital outlay purchases. Any capital outlay purchases to which Metter does not exercise its right of first refusal, may be acquired by the County. Regardless of whether such items are retained by Metter or acquired by the County, Metter or the County shall reimburse the other as applicable for the amount of contribution toward the purchase of such capital outlay expenditure in accordance with the following formula:
    - i. If three (3) full years or less have passed since the original date of purchase, then the party obtaining a particular item purchased as part of a capital outlay expenditure shall pay to the non-obtaining party (i.e., Metter or the County, whatever the case may be) fifty (50) percent of the original purchase price.

- ii. Following the passage of three (3) years from the original date of purchase, the reimbursement amount the party obtaining such item shall pay to the non-obtaining party is the amount contemplated under Subparagraph (b)(i) of this Paragraph, less five percent for each year following the passage of three years from the original date of purchase. For example, beginning in year four following the original date of purchase, the reimbursement amount shall be reduced to forty-five (45) percent, continuing onward at a reduction by five (5) percent per year from the beginning of the fourth year to the expiration of the ninth year following the original date of purchase.
  - iii. Beginning with the tenth year following the original date of purchase for any item purchased as part of a capital outlay expenditure, such item shall not be subject to the formula set forth above and may be retained at no charge by either Metter or Candler (with Metter having a right of first refusal) or declared surplus and sold by Metter at its option.
  - iv. All items transferred hereunder shall be titled in the new owner.
7. Notwithstanding any other provision of this Agreement, after the effective date of this Agreement, any equipment designated for fire services use in the unincorporated area of the County and acquired through long-term lease from the Georgia Forestry Commission by the County will be transferred at no cost to the County in the event of opt out.

#### **ARTICLE V – COUNTY FUNDS**

Candler County’s funding of all operational and maintenance budget items identified in this Agreement shall come from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County. This same arrangement will be used for the funding of capital outlay projects. The Parties, however, may fund capital items from their respective share of SPLOST funds.

#### **ARTICLE VI – USE OF INFRASTRUCTURE**

Notwithstanding any other term or provision in this Agreement, and so long as this Agreement remains in effect, all land, buildings, and equipment purchased by the Parties for fire protection, shall be available for use by the Fire Department in responding to any emergency or fire event, irrespective of ownership, the source of funding for the item, the location of the land, building, equipment, fire event, or emergency.

#### **ARTICLE VII – METTER AS AGENT OF COUNTY, AND PULASKI**

In providing the services to be provided by this Agreement, Metter shall be acting as the agent for the County when such services are to be provided or provided in the unincorporated area, and as the agent for Pulaski when such services are to be provided or provided in the incorporated area of Pulaski. Accordingly, Metter shall be entitled to the protections and immunities afforded either local government pursuant to the Georgia Constitution as well as other general and local laws.

#### **ARTICLE VIII – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the extent allowed by law, Pulaski and the County agree to indemnify and hold Metter harmless for any and all claims, suits, demands, judgments, and the like, etc..., that may arise out of or related to Metter’s provision of fire and rescue services under this Agreement when such services are to be provided or provided in the unincorporated area of the County or the incorporated area of Pulaski, as appropriate.

#### **ARTICLE IX – INTERPLAY WITH EMERGENCY MEDICAL SERVICES**

Nothing in this Agreement shall be construed to waive or forbear the right of Metter or Pulaski to apply for a license and a service zone to provide ambulance and/or emergency medical services (“EMS”) within their respective corporate limits. The County agrees that upon its providing notice of opting out of this Agreement, or revocation of this Agreement, the County shall not object or otherwise interfere with Metter or Pulaski, or both, seeking a license and a service zone to provide ambulance and/or EMS within their respective corporate limits. It is expressly agreed and acknowledged that this provision shall survive the expiration, revocation or termination of this Agreement.

#### **ARTICLE X – DURATION OF AGREEMENT**

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs (“DCA”) that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the “Commencement Date”). This Agreement shall also terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, except as otherwise provided in Article III, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Mayor of Pulaski, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement is revoked or otherwise terminated pursuant to this Article, services contemplated hereunder shall cease upon termination and any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the

Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation or termination.

3. In the event this Agreement is revoked or terminates as set forth in this Article X, the capital asset disposition rights in Article IV shall nonetheless remain in full force and effect. A renewal or new Intergovernmental Agreement, executed with the same formalities and the same Parties as the present Agreement, may determine an alternative disposition method for capital assets.

#### ARTICLE XI – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter’s Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### ARTICLE XII – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of

**IN WITNESS WHEREOF**, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Metter, Georgia

Edward Boyd  
Mayor

Attest: Angel Cohen  
City Clerk

Town of Pulaski, Georgia

Jay Mahallie  
Mayor

Attest: Alana Siko  
City Clerk

Candler County, Georgia

[Signature]  
Chairman, Board of Commissioners

Attest: Maramdak Dantk  
County Clerk





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Metter Municipal Court***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                        |
|--------------------------------------|------------------------------------------------------------------------------|
| City of Metter                       | First, apply fines and fees, then Grant and SPLOST funds if applicable, with |
|                                      | balance, if any, paid from General Funds                                     |
|                                      |                                                                              |
|                                      |                                                                              |
|                                      |                                                                              |
|                                      |                                                                              |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Metter Parking***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                         |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Metter                       | First apply fees collected for the provision of the service, grant, SPLOST, and transportation sales tax funds if applicable, with balance, if any, paid from |
|                                      | Funds.                                                                                                                                                        |
|                                      |                                                                                                                                                               |
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|                                      |                                                                                                                                                               |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Metter Sewer/Wastewater***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                               |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Metter                       | First, apply fees collected for the provision of the service, then Enterprise Funds, grant and SPLOST funds, if applicable, with balance, if any, paid from General |
|                                      | Funds.                                                                                                                                                              |
|                                      |                                                                                                                                                                     |
|                                      |                                                                                                                                                                     |
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4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

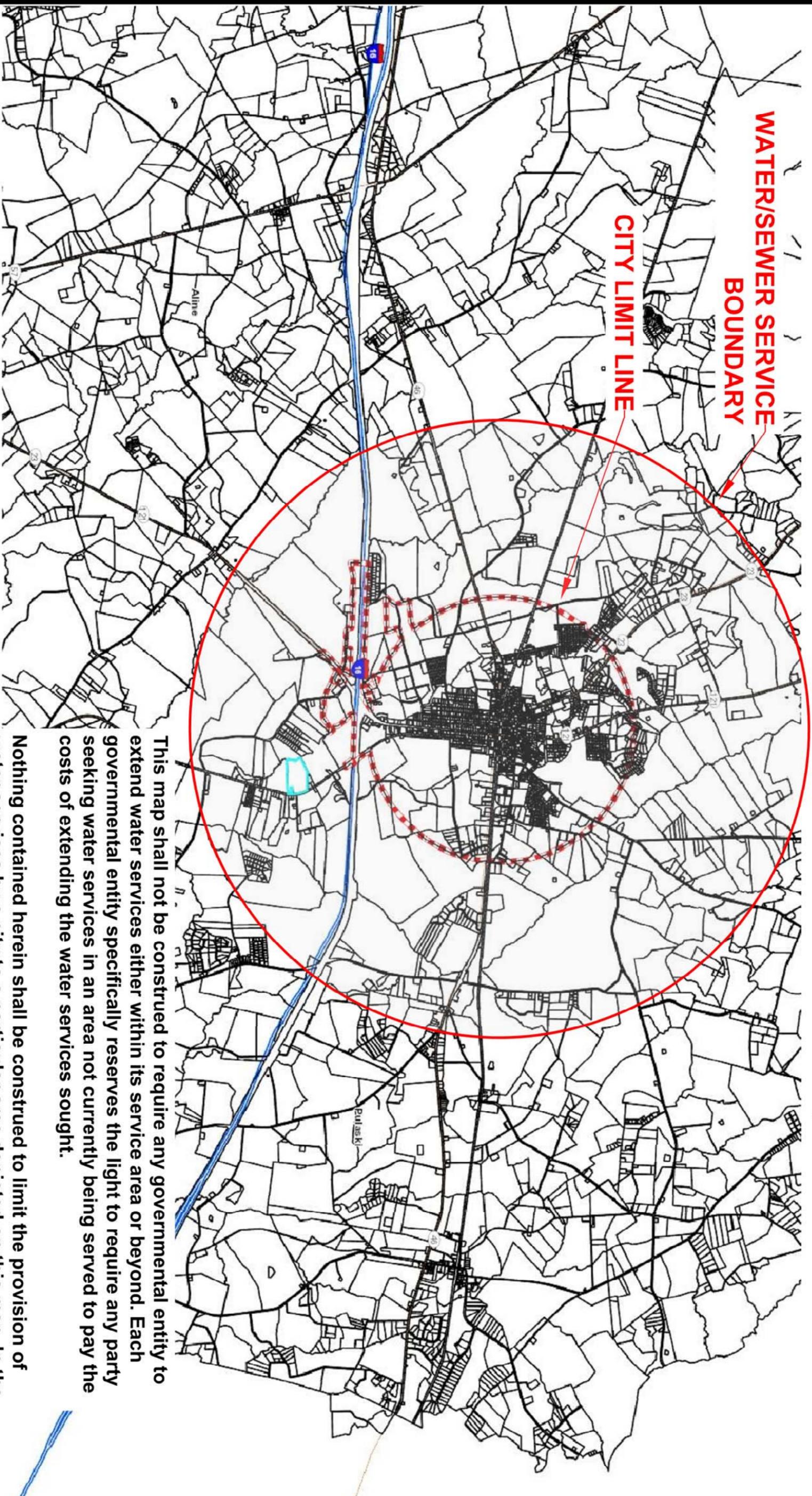
N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

# Metter, Georgia Water and Sewer Service Areas Map



This map shall not be construed to require any governmental entity to extend water services either within its service area or beyond. Each governmental entity specifically reserves the right to require any party seeking water services in an area not currently being served to pay the costs of extending the water services sought.

Nothing contained herein shall be construed to limit the provision of water services by a city to a particular area depicted on this map. In the event such service areas are enlarged, decreased, or changed in the future, this map will be amended to reflect such changes.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Metter Water***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                                    |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Metter                       | First apply fees collected for the provision of the service, then enterprise fees, grant and SPLOST funds, if applicable, with balance, if any, paid from general funds. |
|                                      |                                                                                                                                                                          |
|                                      |                                                                                                                                                                          |
|                                      |                                                                                                                                                                          |
|                                      |                                                                                                                                                                          |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

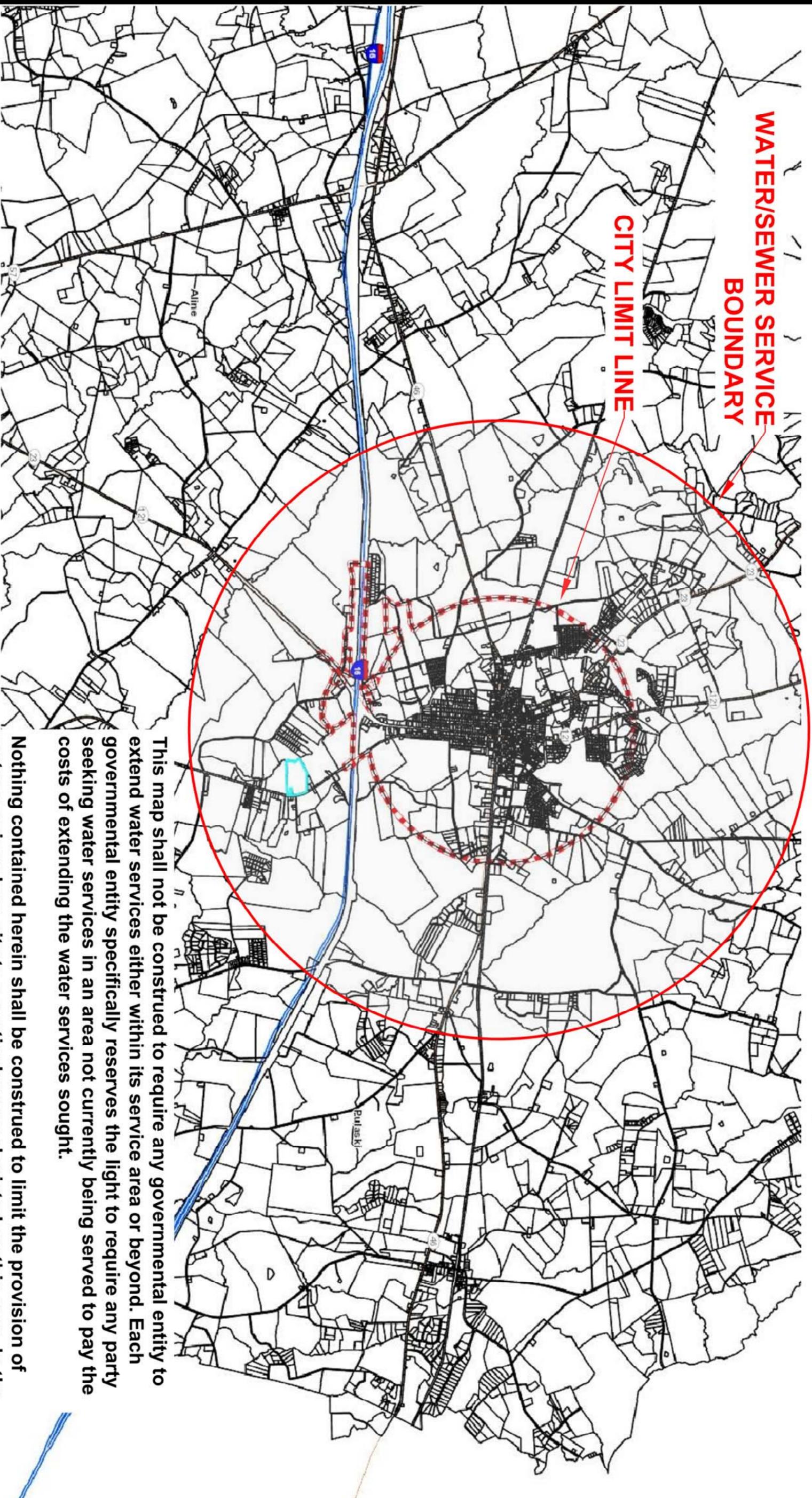
N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

# Metter, Georgia Water and Sewer Service Areas Map



This map shall not be construed to require any governmental entity to extend water services either within its service area or beyond. Each governmental entity specifically reserves the right to require any party seeking water services in an area not currently being served to pay the costs of extending the water services sought.

Nothing contained herein shall be construed to limit the provision of water services by a city to a particular area depicted on this map. In the event such service areas are enlarged, decreased, or changed in the future, this map will be amended to reflect such changes.



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Parks**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | The Special Service District comprised of the unincorporated area of County using the sources of revenue specified in Box 6, below.     |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| Town of Pulaski                      | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County with funds derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY: CANDLER COUNTY**

**Service: *Planning and Zoning***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.               |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| Town of Pulaski                      | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
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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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

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

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



**SERVICE DELIVERY STRATEGY**

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**COUNTY: CANDLER COUNTY**

**Service: County Probation Services**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b> |
|--------------------------------------|-----------------------|
| Candler County                       | Fees                  |
|                                      |                       |
|                                      |                       |
|                                      |                       |
|                                      |                       |

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

The strategy changes the previous arrangement by separating county and city probation and by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY: CANDLER COUNTY**

**Service: *Metter Probation Services***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b> |
|--------------------------------------|-----------------------|
| City of Metter                       | Fees                  |
|                                      |                       |
|                                      |                       |
|                                      |                       |
|                                      |                       |

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

The strategy changes the previous arrangement by separating county and city probation and by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
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6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Public Health**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                                        |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First, apply fees collected for the provision of the service, grant and SPLOST funds if applicable, to the costs of the service with balance paid from County General Funds. |
|                                      |                                                                                                                                                                              |
|                                      |                                                                                                                                                                              |
|                                      |                                                                                                                                                                              |
|                                      |                                                                                                                                                                              |

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

This strategy changes the previous agreement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
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|                       |                            |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Pulaski Water**

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

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                             |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Town of Pulaski                      | First, Enterprise Funds and User Fees, then Grant and SPLOST funds, if applicable, with balance, if any, paid from General Funds. |
|                                      |                                                                                                                                   |
|                                      |                                                                                                                                   |
|                                      |                                                                                                                                   |
|                                      |                                                                                                                                   |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
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|                       |                            |                                   |

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

N/A

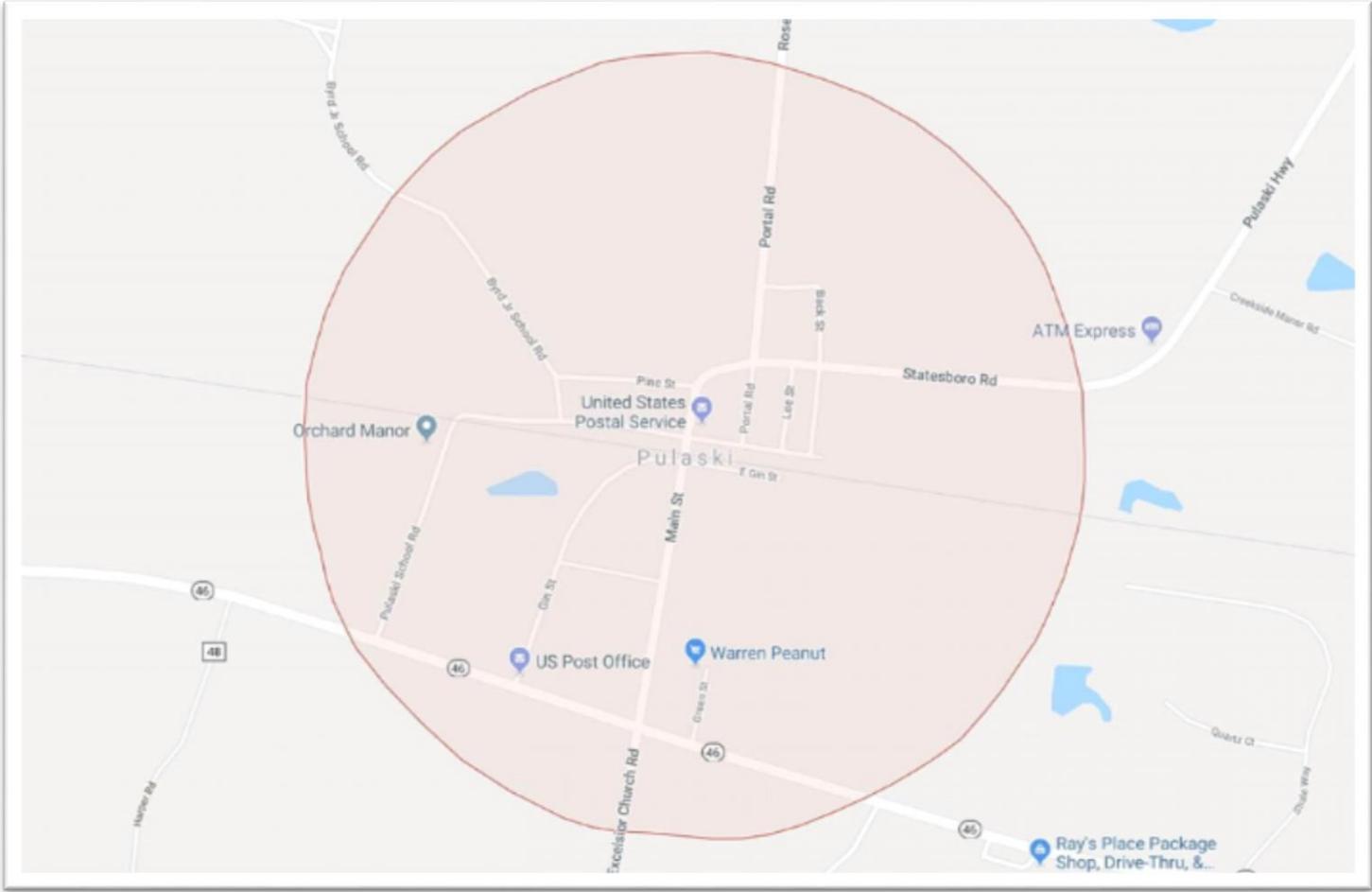
7. Person completing form: **Mayor Pro Tem Terry Franklin (Town of Pulaski) and Chairman Glyn Thrift (Candler County BOC)**

Phone number: **912/685-6575 (Pulaski) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

# TOWN OF PULASKI WATER SERVICE AREA





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: *Records Management***

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First apply fees collected for the provision of the service, grant and funds if applicable, with balance paid from general fund.        |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| Town of Pulaski                      | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |

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

This strategy changes the previous agreement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Recreation**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                                             |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First apply user fees collected from providing the service, grants, rents, lease payments, donations and SPLOST funds, if available, with the balance paid from the general fund. |
|                                      |                                                                                                                                                                                   |
|                                      |                                                                                                                                                                                   |
|                                      |                                                                                                                                                                                   |
|                                      |                                                                                                                                                                                   |

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Service will be provided pursuant to agreement attached.

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

| <b>Agreement Name</b>                                                                                 | <b>Contracting Parties</b>        | <b>Effective and Ending Dates</b> |
|-------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------|
| Intergovernmental Agreement for the Operation, Services, and Funding of Animal Control and Recreation | Candler County and City of Metter | 6/11/18 through 6/10/28           |
|                                                                                                       |                                   |                                   |
|                                                                                                       |                                   |                                   |
|                                                                                                       |                                   |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

## **INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF ANIMAL CONTROL AND RECREATION**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11<sup>th</sup> day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"), and the City of Pulaski, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Pulaski"). Metter, the County, and Pulaski shall be collectively referred to as the "Parties."

**WHEREAS**, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

**WHEREAS**, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

**WHEREAS**, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

**WHEREAS**, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing service delivery plans;

**WHEREAS**, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

**WHEREAS**, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of animal control and recreation services be provided and funded as set forth in this Agreement.

**NOW, THEREFORE**, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the

signatures below, do hereby agree to the following:

## **ARTICLE I – PROVISION OF SERVICES**

Metter shall provide animal control services throughout the unincorporated and incorporated areas of Candler County, Georgia. The County shall provide recreation services throughout the unincorporated and incorporated areas of the Candler County, Georgia.

## **ARTICLE II – FUNDING FOR PROVISION OF SERVICES**

Metter's provision of animal control services shall be jointly funded as follows. Metter shall establish its annual budget after first applying Metter's fees, grants, rents, donations, lease payments, and SPLOST funds, if applicable, to the total costs of Metter's operations, maintenance, and capital improvements for animal control services. The balance of the budget shall be funded from payments made by the County as set forth below with the remaining balance paid by Metter. The County's funding of recreation services shall be funded as stated below.

### *1. County Funding.*

- a. For the first fiscal year (whether full or partial) through conclusion of the fourth fiscal year of this Agreement, the City shall provide animal control services to the County at no charge. In consideration for said period of animal control services and as a novation to the existing agreement between the Parties pertaining to recreation, the County has agreed to waive and forgo its right to payment of \$168,000.00 for the provision of recreation services to the City over the remainder of said agreement's term. In further consideration of this Agreement, and over the duration of this Agreement, the County agrees to provide recreation services to all incorporated and unincorporated areas of the County. As a countywide service, the County and City agree that recreation services will be paid for by the County first applying user fees, grants, rents, lease payments, donations and thereafter applying County general fund revenues. SPLOST proceeds may also be used to fund capital projects associated with recreation services.
- b. In the fifth fiscal year of this agreement, the County shall pay to Metter sixty percent (60%) of Metter's budget balance, as stated above, based on Metter's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, Metter's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Payment. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessments, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
- c. It is the intention of the Parties that the County receive forty-eight months of no cost animal control as consideration of the County foregoing \$168,000 under the prior recreation services agreement. As such in the event that commencement of the fifth fiscal year following execution of this Agreement occurs prior to the County receiving forty-eight months of no cost service, then notwithstanding any

other provision of this Agreement, the County shall be entitled to receive a cost reduction of its funding obligation in the fifth fiscal year equivalent to \$3,500 (\$168,000/48) per month multiplied by the number of months remaining to achieve forty-eight months of no cost service. By way of example only, if the fifth fiscal year commences and the County has received forty-three months of no cost service: then the County shall receive a discount during the fifth fiscal year of \$17,500 (\$3,500 x 5).

2. *Payment Example.* If Metter's budgetary balance in the fourth fiscal year of this Agreement was one hundred thousand dollars (\$100,000), then in the fifth fiscal year of this Agreement, the County would pay \$60,000 and Metter would pay \$40,000. If Metter's subsequent year's budget balance showed an increase of 10% to \$110,000, the 5% cap would apply and the County's subsequent year's annual payment would be adjusted as follows:
  - a. County Base Payment as adjusted:  $\$60,000 + (\$60,000 \times .05) = \$63,000$
  - b. Metter to pay the remaining balance of the budget.
3. *Payments.* The County Base Payment, as may be adjusted, shall be divided and paid in equal monthly installments to Metter. Metter shall submit a monthly invoice to County on the first of every month starting with the month following the Commencement Date as defined below. County shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.
4. *Pulaski Funding.* Pulaski's contribution to the funding necessary for animal control services shall be its continued contribution to capital outlay projects.
5. *Capital Funding.* Prior to the County being responsible to fund all or a portion of any capital assets related to the provision of Animal Control services by Metter, a proposal related to such capital asset shall be tendered by Metter to the County's governing authority which must consider and approve same before becoming obligated for such capital asset expenditure.

### ARTICLE III – DURATION OF AGREEMENT

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs ("DCA") that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the "Commencement Date"). In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Mayor of Pulaski, and Chair of the Board of Commissioners or County Administrator, as the case may be. In the event this Agreement is revoked by Metter prior to the County receiving forty-eight months of no cost animal control services, then Metter

shall pay to the County \$3,500 for each month remaining of the forty-eight-month period. By way of example only, if Metter unilaterally revokes this Agreement twenty-two months after execution, then Metter shall pay to the County \$91,000 (26 months x \$3,500).

2. In the event this Agreement expires, is revoked or terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation, or termination of this Agreement.

#### **ARTICLE IV – MISCELLANEOUS**

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter's Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### **ARTICLE V – EFFECTIVE DATE**

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Metter, Georgia

Edmond Boyd

Mayor

Attest: Angie Collier

City Clerk

[seal]

Candler County, Georgia

[Signature]

Chairman, Board of Commissioners

Attest: Marenda K. Duke

County Clerk





**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Road/Street Construction**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                       |
|--------------------------------------|-------------------------------------------------------------|
| Candler County                       | General Fund, State, DOT Funds, SPLOST, TSPLOST, and Grants |
| City of Metter                       | General Fund, State, DOT Funds, SPLOST, TSPLOST, and Grants |
|                                      |                                                             |
|                                      |                                                             |
|                                      |                                                             |
|                                      |                                                             |

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

This strategy changes the previous arrangement by clarifying the funding mechanism. Each government will continue to provide the service within their respective jurisdiction, with the County assisting the City of Metter as needed with maintenance and the scraping of dirt roads in the City.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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

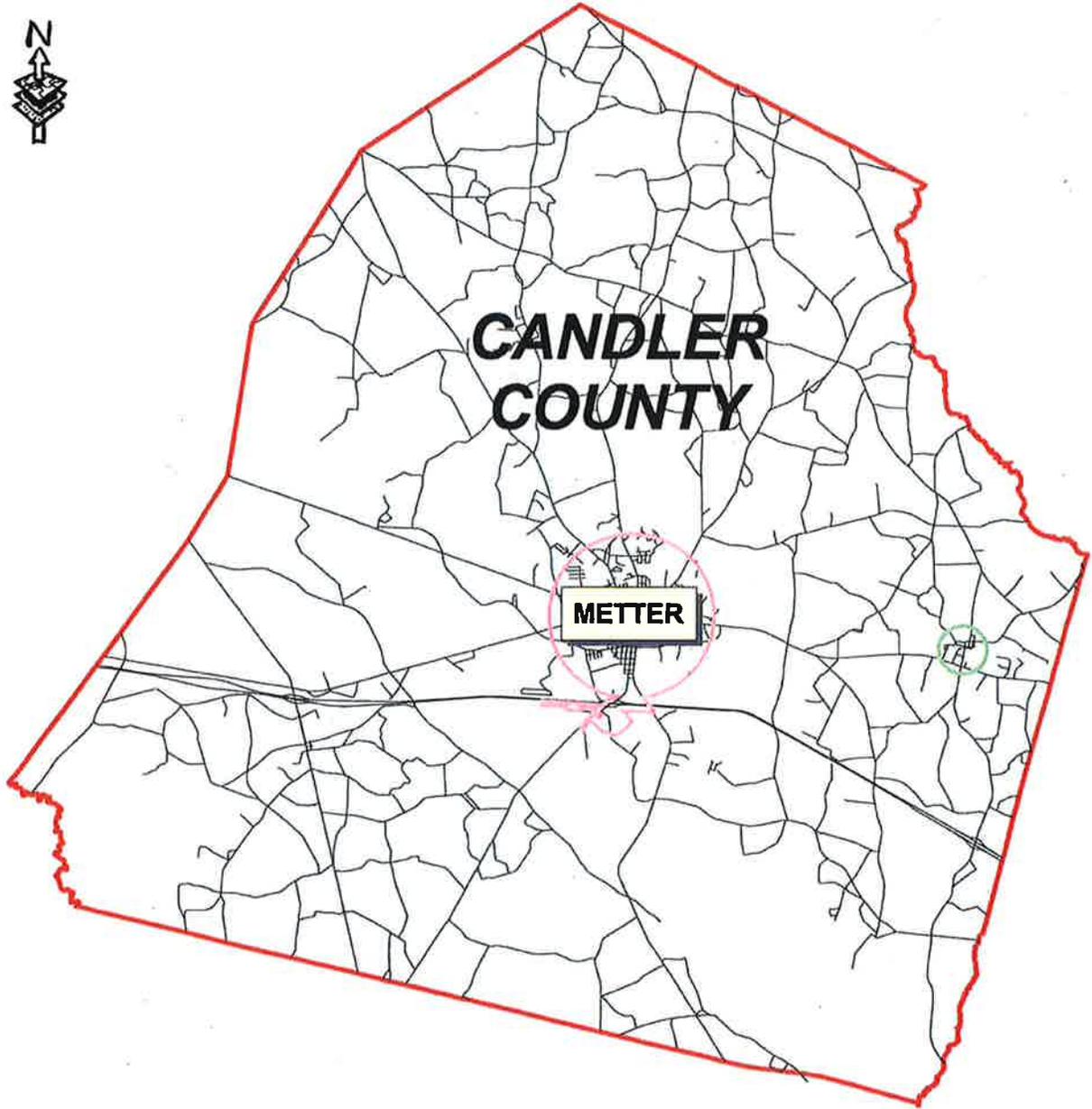
N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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:

# Candler County SDS Map Road and Street Construction



-  Pulaski Town Limits
-  Mette City Limits
-  Roads
-  County Boundary



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Road/Street Maintenance**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Candler County, City of Metter, Town of Pulaski, and incorporated as defined in item 4 below**
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                 |
|--------------------------------------|-----------------------------------------------------------------------|
| Candler County                       | General Fund, State, SPLOST, TSPLOST funds, Grants, and Contract Fees |
| City of Metter                       | General Fund, State, SPLOST, TSPLOST funds, and Grants                |
| Town of Pulaski                      | General Fund, State, SPLOST, TSPLOST funds, and Grants                |
|                                      |                                                                       |
|                                      |                                                                       |
|                                      |                                                                       |

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

Candler County and the City of Metter will fund and provide for this service within their own jurisdiction. However, the cost of maintaining county roads will be borne by all citizens of the county just not the unincorporated areas. Furthermore, the county will scrape all the City of Metter's dirt roads, clip the road shoulders as needed for all City of Metter streets, and assist the City of Metter with pothole and other street maintenance as agreed to from time to time.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Solid Waste Collections**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                     |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below. |
| City of Metter                       | Solid waste collection fees levied or imposed within Metter city limits.                                                  |
| Town of Pulaski                      | Solid waste collection fees levied or imposed within Pulaski town limits.                                                 |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912-685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Solid Waste Disposal / Landfill**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                     |
|--------------------------------------|-------------------------------------------|
| Candler County                       | Assessment Fees, Taxes, SPLOST and Grants |
|                                      |                                           |
|                                      |                                           |
|                                      |                                           |
|                                      |                                           |

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

The County will continue to provide free disposal of solid waste collected from City households at its landfill. The County will also pay the City for landfill leachate treatment at the rate it charges non-municipal customers.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
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|                       |                            |                                   |
|                       |                            |                                   |

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Stormwater/Drainage**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <i>Local Government or Authority</i> | <i>Funding Method</i>                                                                                                                   |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| City of Metter                       | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |
| Town of Pulaski                      | First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund. |

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

The strategy changes the previous arrangement by clarifying the funding mechanism.

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

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

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Tax Collection**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                           |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Candler County                       | First, apply fees collected for the provision of the service, grant and SPLOST funds, if applicable, to the costs of the service with balance paid from County  |
|                                      | General Funds.                                                                                                                                                  |
| City of Metter                       | First, apply fees collected for the provision of the service, grant and SPLOST funds, if applicable, to the costs of the service with balance paid from General |
|                                      | Funds.                                                                                                                                                          |

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

The strategy has been revised to clarify the funding method. Service will continue to be provided pursuant to attached agreement.

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

| <b>Agreement Name</b>                                                                                                                                        | <b>Contracting Parties</b>                                                          | <b>Effective and Ending Dates</b>                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Billing and Collection of Taxes and Fees Agreement The City of Metter, Georgia, Candler County, Georgia, and the Tax Commissioner of Candler County, Georgia | City of Metter, Candler County, and the Tax Commissioner of Candler County, Georgia | Effective February 2, 2009. Terminable pursuant to the agreement's own language. |
|                                                                                                                                                              |                                                                                     |                                                                                  |
|                                                                                                                                                              |                                                                                     |                                                                                  |
|                                                                                                                                                              |                                                                                     |                                                                                  |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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:

STATE OF GEORGIA  
COUNTY OF CANDLER

**BILLING AND COLLECTION OF TAXES AND FEES AGREEMENT  
THE CITY OF METTER, GEORGIA,  
CANDLER COUNTY, GEORGIA, AND  
THE TAX COMMISSIONER OF CANDLER COUNTY, GEORGIA**

This Agreement is entered into this 2nd day of February, 2009 by and between the Parties, the City of Metter, Georgia, a municipal corporation of the State of Georgia (hereinafter called the "City"), Candler County, Georgia, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Tax Commissioner of Candler County, Georgia, Patricia C. Sikes (hereinafter called the "Tax Commissioner").

**WITNESSETH:**

**WHEREAS**, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes levied on real and personal property existing in the County and has all the requisite statutory powers to issue executions and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties; and,

**WHEREAS**, pursuant to O.C.G.A. § 48-5-359.1 and the Constitution of the State of Georgia, subject to the approval of the Tax Commissioner, the County may contract with the City and any municipality wholly located within the County for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City; and,

**WHEREAS**, pursuant to O.C.G.A. § 48-5-359.1 and the Constitution of the State of Georgia, any contract between the County and a municipality for the billing and collection of ad valorem taxes shall specify an amount to be paid by the municipality to the County as compensation for such ad valorem tax billing and collection services, which amount shall substantially approximate the actual cost of such services to the County; and,

**WHEREAS**, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of the County and the City with more efficient governmental services, that this Agreement be entered into for the billing and collection of ad valorem taxes; and,

**WHEREAS**, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

**Section I. Facilities, Equipment, and Personnel**

a) The County agrees that all the facilities, equipment, and personnel that are utilized in the usual procedures to assess, bill, and collect the taxes and fees that are the subject matter of this Agreement shall be made available to the extent necessary to fulfill all the requirements and obligations imposed by this Agreement.

**Section II. Services to be Provided**

a) The County, by and through the Board of Tax Assessors, shall receive real and personal property tax returns, as well as applications for homestead exemptions for property located within the City in the same manner as tax returns and homestead applications are received for property located in the unincorporated County.

b) For each current tax year during the term of this Agreement, the City shall submit to the Tax Commissioner, on or before October 1 of each such current tax year, appropriate documentation setting forth the millage rate adopted by the City for such tax year.

c) In the event that any special tax district or other ad valorem tax levy is created or instituted by the City, the County, or the State of Georgia during the term of this Agreement, for the benefit of the City or any governmental entity or governmental authority, the ad valorem tax

so levied shall be calculated and included on the tax bills otherwise provided for herein.

- d) Based upon real and personal property assessments established by the County Board of Tax Assessors for each tax year during the term of this Agreement and the millage rate provided to the Tax Commissioner pursuant to the above subsection II(b), the Tax Commissioner shall calculate, prepare, issue, and collect consolidated tax bills and shall issue all appropriate notices as established by law. In addition, each such tax bill or notice shall indicate interest and penalties, if any, that may be due on any such tax bill. The Tax Commissioner is authorized to issue refunds from collections to taxpayers or any other entity determined by the Tax Commissioner to be entitled to such a refund.
- e) The Tax Commissioner shall provide the City with a city tax digest annually and a record of delinquent tax accounts on a quarterly basis.
- f) The Tax Commissioner shall assess and collect all applicable penalties and interest on the City portion of such consolidated tax bills in accordance with a schedule as established by law.
- g) The Tax Commissioner shall use best efforts in collecting all taxes due the City whether current or delinquent. The City shall not be responsible for any attorney fees in connection with the collection of taxes due the City or for any liability in the case of negligence.
- h) Upon the collection of current or delinquent taxes on behalf of the City, the Tax Commissioner shall promptly remit all such funds to the City on a monthly basis. Such payments for the funds collected during the month on behalf of the City shall be paid to the City within two weeks following the last calendar day of that month.
- i) The Tax Commissioner shall assist each year in preparing any related public tax notices required by the state.
- j) The City shall have access to databases, records, and reports used by the Tax

Commissioner for the collection of taxes and fees for the City. The City shall be responsible for the costs and fees associated with obtaining access to such databases records and reports including but not limited to any costs from vendors for access to their proprietary software, equipment, and/or information.

### **Section III. Compensation**

a) As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City agrees to pay the County compensation totaling \$5,400.00, annually, from which the Tax Commissioner shall be entitled to receive compensation from the County in the amount of \$4,200.00, annually. It is the County's sole responsibility to tender payment to the Tax Commissioner from the total compensation tendered to the County upon such terms as the County and Tax Commissioner shall agree. The City shall tender to the County 1/12 of the total annual compensation provided for in this section each month by the 15<sup>th</sup> day. If the City fails to make payment by the day specified herein, the County may give written notice to the City demanding payment within thirty (30) days of receipt of said notice. Unless otherwise agreed to in accordance with the modification provisions in this Agreement, failure by the City to pay within this thirty (30) day period will grant the Tax Commissioner the authority to offset the taxes collected on behalf of, and payable to, the City by the amount of the unpaid compensation due the County. Failure by the County to tender payment to the Tax Commissioner does not grant the Tax Commissioner the authority to offset taxes collected on behalf of the City, and the Tax Commissioner's sole relief will lie against the County. The Parties expressly agree that the compensation provided for in this Section substantially approximates the actual cost to the County and the Tax Commissioner for providing the ad valorem tax billing and collection services provided for in this Agreement.

#### **Section IV. Delinquent Taxes**

a) Unless otherwise restricted by law, the Tax Commissioner shall be responsible for the collection of all delinquent City taxes, including any interest or penalties applicable thereto, according to the terms and conditions set forth in this Agreement, including all delinquencies on record in the Tax Commissioner's Office records as of January 1, 2009.

#### **Section V. Term**

a) This Agreement shall become effective on February 1, 2009.

b) The initial agreement term shall begin on February 1, 2009 and end on December 31, 2010. Subsequent agreement terms will be for a twelve-month period beginning on January 1 and ending on December 31. The Agreement shall automatically renew between the parties for a subsequent agreement term each year on January 1, unless one party notifies all other parties in writing at least six (6) months prior to the end of the current agreement term (i.e., June 30 of the current agreement term) that the party desires to renegotiate or terminate the Agreement.

#### **Section VI. Miscellaneous Provisions**

a) All modifications or amendments to this Agreement, if any, shall be in writing, and shall be executed by the Parties in the same manner as this original Agreement.

b) The Parties shall comply with all statutes, laws, ordinances, and regulations applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.

c) If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, the unenforceability thereof shall not affect the remainder of the Agreement which

shall remain in full force and effect and shall be binding upon the Parties.

d) This Agreement constitutes the sole, entire, and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any Party.

e) The Parties expressly acknowledge that this Agreement is made and entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

ATTEST:

Angela O. Conner  
ANGELA O. CONNER, City Clerk

CITY OF METTER, GEORGIA

BY: William M. Trapnell  
WILLIAM M. TRAPNELL, Mayor

APPROVED THIS THE 2nd DAY OF February, 2009.

ATTEST:

Doris Strickland  
DORIS STRICKLAND, County Clerk

CANDLER COUNTY, GEORGIA

BY: H.V. Lanier  
H.V. LANIER  
Chairman, County Commissioners

APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
Name:  
\_\_\_\_\_  
Title:

CANDLER COUNTY TAX COMM'R  
Patricia C. Sikes  
PATRICIA C. SIKES, Commissioner



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

**Service: Visitors Center**

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

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

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

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

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

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

## SDS FORM 2, continued

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

| <b>Local Government or Authority</b> | <b>Funding Method</b>                                                                                                                                              |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Metter                       | First apply fees collected for the provision of the service, then Hotel/Motel taxes, grant and SPLOST funds, if applicable, with the balance paid from the General |
|                                      | Fund.                                                                                                                                                              |
|                                      |                                                                                                                                                                    |
|                                      |                                                                                                                                                                    |
|                                      |                                                                                                                                                                    |

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

The strategy has been revised to clarify the funding method. Metter will provide the service county-wide and fund the service as specified in paragraph 3, above.

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

| <b>Agreement Name</b> | <b>Contracting Parties</b> | <b>Effective and Ending Dates</b> |
|-----------------------|----------------------------|-----------------------------------|
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |
|                       |                            |                                   |

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 3: Summary of Land Use Agreements**

**Instructions:**

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

**COUNTY: CANDLER COUNTY**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?  
 None

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

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

**NOTE:**

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

If "other measures" was checked, describe these measures:  
 Candler County does not provide water and sewer. City of Metter and Town of Pulaski each have land use plans.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Candler County and the cities of Metter and Pulaski have adopted a joint resolution to make certain that any proposed extraterritorial water and sewer service is compatible with the land use plans and ordinances of the territory of the adjoining local government in which the new service is to be extended.

4. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**

Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: 6/11/18

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

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



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: CANDLER COUNTY**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

| JURISDICTION           | TITLE                                  | NAME           | SIGNATURE | DATE      |
|------------------------|----------------------------------------|----------------|-----------|-----------|
| <u>CANDLER COUNTY</u>  | CHAIRMAN,<br>BOARD OF<br>COMMISSIONERS | Glyn Thrift    |           | 6/11/18   |
| <u>CITY OF METTER</u>  | MAYOR                                  | Edwin O. Boyd  |           | 6/11/2018 |
| <u>TOWN OF PULASKI</u> | MAYOR PROTEM                           | Terry Franklin |           | 6/11/18   |