SERVICE DELIVERY STRATEGY SUMTER COUNTY

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FORM 1

COUNTY: SUMTER COUNTY, GA

I. GENERAL INSTRUCTIONS:

- 1. <u>FORM 1 is required for ALL SDS submittals</u>. 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.)

OPTION A Revising or Adding to the SDS

- 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.)
- 5. For **each** service or service component listed in Section IV, complete a separate, updated *Summary of Service Delivery Arrangements* form (FORM 2).
- 6. Complete one copy of the Certifications 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).]

OPTION B Extending the Existing SDS

- 4. In Section IV type, "NONE."
- 5. Complete one copy of the *Certifications for Extension of Existing SDS* 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).]
- 6. Proceed to step 7, below.

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.

- 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.

Sumter County, Georgia; City of Americus; City of Plains; City of Leslie; City of Andersonville; City of DeSoto; Americus-Sumter County Housing Authority; Middle Flint E-911 Authority; Americus-Sumter County Airport Authority; Lake Blackshear Regional Library; Boys and Girls Club of Sumter County; Downtown Development Authority of Americus; Payroll Development Authority Sumter County & City of Americus; Crisp County; Dooly County; Schley County; Webster County; Macon County State Prison; Sumter County Livestock Authority; Crisp County Water Authority;

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.

Health Department (formerly Health & Human Services); Housing; Jails; Property Tax & Collections; Cemeteries; Tourism;

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.

Ambulance Service (service no longer provided); Airport; Animal Control & Humane Society; Boys & Girls Club; Courts; Economic Development; Emergency Dispatching (now titled E-911 Emergency Dispatching); E-911 Emergency Dispatching; Elections; Emergency Management Services; Fire Protection; Fire Protection - Mutual Aide; Georgia National Guard (Service no longer provided); Law Enforcement; LEAP (service no longer provided); Library; Livestock Sales; Natural Gas Distribution Systems; Parks & Recreation; Planning & Zoning, Building Inspections, Code Enforcement; Restaurant (service no longer provided); Road & Bridge Constuction and Maintenance; Solid Waste Disposal & Collection; Southwest Ga Easter Seals (service no longer provided); Transit System; Wastewater; Water Distribution and Treatment Systems;







FORM 2: Summary of Service Delivery Arrangements

ı	ns	***	101	 no	

A	Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use <u>EXACTLY</u> 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:	Service:Airport	
	9 %		
1	1. Check one box that best describes the agreed upo	on delivery arrangement for this service:	
		cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Americus-Sumter County	
	b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is anization providing the service.):	
		only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the	
		only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the	
	e.) Other (If this box is checked, <u>attach a legib</u> identify the government, authority, or other organization)	ple map delineating the service area of each service provider, and cation that will provide service within each service area.):	
2	2. In developing this strategy, were overlapping service identified?	ice areas, unnecessary competition and/or duplication of this service	
	☐ Yes (if "Yes," you must attach additional docume	entation as described, below)	
	⊠No		
0		Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).	
If W	f these conditions will be eliminated under the strated will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.	

Page 1 of 2

SDS FORM 2, continued

Local Government or Author	ty Funding	Method
Sumter County	General Funds	
City of Americus	General Funds, TSPLOST	
. How will the strategy change the	previous arrangements for providing and/or fund	ding this service within the county?
No duplication of services in fundi	ng sources	
List any formal service delivery a this service:	greements or intergovernmental contracts that w	vill be used to implement the strategy fo
		ÿ.
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
What other mechanisms (if any)	will be used to implement the strategy for this se e or fee changes, etc.), and when will they take	ervice (e.g., ordinances, resolutions, loca
What other mechanisms (if any) acts of the General Assembly, ra The Jimmy Carter Regional Airports Sumter County and the City of Am	will be used to implement the strategy for this se	ervice (e.g., ordinances, resolutions, loc effect? umter County Airport Authority. Both umter County Airport Authority. Sumte
What other mechanisms (if any) acts of the General Assembly, rather than the Jimmy Carter Regional Airport County and the City of Am County utilizes funds derived from	will be used to implement the strategy for this se e or fee changes, etc.), and when will they take t (Souther Field) is managed by the Americus-Sericus contract for services with the Americus-S	ervice (e.g., ordinances, resolutions, loc effect? umter County Airport Authority. Both umter County Airport Authority. Sumte
What other mechanisms (if any) acts of the General Assembly, rather Jimmy Carter Regional Airport County and the City of Am County utilizes funds derived from Person completing form: Bill Tw Phone number: 229-928-4500 Is this the person who should be	will be used to implement the strategy for this se e or fee changes, etc.), and when will they take t (Souther Field) is managed by the Americus-Sericus contract for services with the Americus-Seresidents living in the incorporated areas of Sun omey, Chief Administrative Officer	ervice (e.g., ordinances, resolutions, loc effect? umter County Airport Authority. Both umter County Airport Authority. Sumte mter County only to fund this service.







FORM 2: Summary of Service Delivery Arrangements

Instructions:

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 hould be reported to the Department of Community Affairs.		
COUNTY:SUMTER	Service: Animal Control & Humane Society	
1. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:	
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):	
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is unization providing the service.):	
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the	
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.): City of Americus; Sumter County	only within their incorporated boundaries, and the county will provide the sked, identify the government(s), authority or organization providing the	
e.) ☐ Other (If this box is checked, attach a legible identify the government, authority, or other organization)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):	
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service	
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)	
⊠No		
f these conditions will continue under this strategy, at overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be expressed to the contract of	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).	
f these conditions will be eliminated under the strategorial be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.	
×	Page 1 of 2	

SDS FORM 2, continued

	eral funds,	help to pay for this service and indicate special service district revenues, hotel/n		
Local Government or Autho	rity	Funding N	Nethod	
Sumter County		eneral Funds		
City of Americus	Ge	General Funds		
City of Plains	Ge	eneral Funds		
		8		
4. How will the strategy change th	e previous	arrangements for providing and/or funding	ng this service within the county?	
Change: The funding of this servictly from the unincorporated a for services.	rice does n reas of Su	not constitute a duplication of services. S imter County to fund the Humane Society	Sumter County utilizes funds derived y with which Sumter County contracts	
The City of Plains no longer has	a city funde	ed animal control program.		
this service:	agreement	ts or intergovernmental contracts that wil	II be used to implement the strategy fo	
Agreement Name		Contracting Parties	Effective and Ending Dates	
acts of the General Assembly, ra	ate or fee c	ed to implement the strategy for this serv changes, etc.), and when will they take ef	ffect?	
which Sumter County would prov The Sumter County Board of Cor	ide animal nmissioner	rs adopted the Dangerous Dog Ordinanc	0 -2 0	
capture dangerous dogs/animals The City of Americus provides ar officer that works in the Police De Humane Society.	imal contro	ncorporated areas of the County. ol within their city limits. The City of Ame Once the animal is apprehended, it is tr	ericus has a designated animal contro ransported to the Sumter County	
Sumter Count and the City of Am		tract for services with the Sumter Count orporated and unincorporated areas of th		
7. Person completing form: Bill Tv Phone number: 229-928-4500		nief Administrative Officer completed: March 13, 2018		
8. Is this the person who should be projects are consistent with the s		d by state agencies when evaluating whe ivery strategy? ⊠Yes ⊡No	ether proposed local government	
If not, provide designated contact	t person(s)) and phone number(s) below:		







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:SUMTER	Service:Boys & Girls Club	
Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:	
	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):Boys and Girls Clubs of	
b.) Service will be provided only in the unincorp checked, identify the government, authority or organized or the control of	orated portion of the county by a single service provider. (If this box is nization providing the service.):	
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the	
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the	
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):	
In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service	
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)	
⊠No		
	ttach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).	
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that 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.).

Local Government or Authority	Funding Method
Sumter County	General Funds, DATE Funds
City of Americus	General Funds
City of Plains	General Funds; Enterprise Funds

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

This service does not consitute a duplication of services. Sumter County utilizes funds derived strictly from the unincorporated areas of the County to funds this service.

The City of Plains provides grounds maintenance to the Plains Boys & Girls Club location. Plains also provides the facility with water service at no charge.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Sumter County and the City of Americus provide funds to the Boys & Girls Club in order to assist in providing after-school and summer programs such as computer training, summer camp, outdoor environmental education, cultural enrichment, health and physical education, learning labs, drug and alcohol abuse education, game room, photography classes, dance classes, et.c

- 7. Person completing form: **Bill Twomey, Chief Administrative Officer**Phone number: **229-928-4500**Date completed: March 13, 2018
- 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: TYPE CONTACT NAME, TITLE & PHONE HERE







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:SUMTER	Service: COURTS	
Check <u>one</u> box that best describes the agreed upo	n delivery arrangement for this service:	
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):	
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is nization providing the service.):	
c.) One or more cities will provide this service o provided in unincorporated areas. (If this box is che service: SUMTER COUNTY; CITY OF AMERICU	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the JS; CITY OF PLAINS; CITY OF LESLIE	
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the	
e.) Other (If this box is checked, <u>attach a legible</u> identify the government, authority, or other organization)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):	
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service	
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)	
⊠No		
	ttach an explanation for continuing the arrangement (i.e., 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.).

Local Government or Authority	Funding Method
SUMTER COUNTY	GENERAL FUNDS; FINES; FORFEITURES; GRANTS
CITY OF AMERICUS	GENERAL FUNDS; FINES; FORFEITURES; GRANTS
CITY OF PLAINS	GENERAL FUNDS; FINES; FORFEITURES; GRANTS
CITY OF LESLIE	GENERAL FUNDS; FINES; FORFEITURES; GRANTS
	7

4. Ho	w will the strategy	change the previous	arrangements fo	or providing and/o	or funding this	s service within the co	ounty?
-------	---------------------	---------------------	-----------------	--------------------	-----------------	-------------------------	--------

Indigent Defense for State Court is now being contracted. Revenues from State Courts are being turned over to Sumter County as a Revenue Source.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Public Defender	Sumter County; Public Defenders Office	Renews Semi-Annually
9		

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?

Application fees for Indigent Defense in State Court are now being turned over to the County as a revenue source to help off-set the costs of providing indigent defense services. Sumter County provides Superior, State, Magistrate, Probate, Juvenile and Accountability Court services for the municipalities and the unincorporated areas of the County. The cities of Americus, Plains and Leslie provide municipal court services in cases which the municipal court has jurisdiction under state law and city charter. Sumter County provides all court services for law violations committed within the incorporated limits of the cities of Andersonville and DeSoto. The Public Defender provides indigent defense services to Superior Court while the County contracts out indigent defense services in State Court. Sumter County contracts with a third-party provided for indigent defense services in State Court.

7. Person completing form: Bill 1	Twomey, Chief Administrative	Office
Phone number: 229-928-4500	Date completed: March 13	. 2018

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: TYPE CONTACT NAME, TITLE & PHONE HERE







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

ould be reported to the Department of Community Arians.					
COUNTY:SUMTER	Service: Economic Development				
	cluding all cities and unincorporated areas) by a single service provider.				
(If this box is checked, identify the government, aut b.) Service will be provided only in the unincorp checked, identify the government, authority or organized only in the unincorp checked.	porated portion of the county by a single service provider. (If this box is				
c.) One or more cities will provide this service o provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the				
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the				
identify the government, authority, or other organiza	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Downtown elopment Authority; Sumter County & City of Americus; Sumter				
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service				
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)				
⊠No					
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that				

11 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.).

Local Government or Authority	Funding Method
Downtown Development Authority	General Funds, 1.5 mill tax charged to central business improvements district
Americus	
Payroll Development Authority	General Funds, Grants, User fees, profit on sale of assets
Sumter County & City of Americus	
Sumter County	General Funds, Splost

. How will the strategy change the previous arrangements for providing and/or funding th	is service within the county?
Updated Funding Sources	

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

The City of Americus provides economic development services toward improvements to the downtown central business district. This is accomplished through general funds and a 1.5 millage tax rate paid by the downtown businesses. Sumter County and the City of Americus provided SPLOST funds to the Payroll Development Authority (PDA). The funds are used as a revolving loan. Through these funds, the PDA may acquire property, sell or lease property, for the purpose of economic development throughout the incorporated and unincorporated areas of Sumter County. The Authority assists new businesses in their development and existing businesses in their expansion for the creation of jobs, business and economic expansion in Sumter County.

The Chamber of Commerce is provided, through a contract for services, funds by Sumter County in order to promote economic development throughout the county. The Chamber serves existing small businesses and promotes new business development.

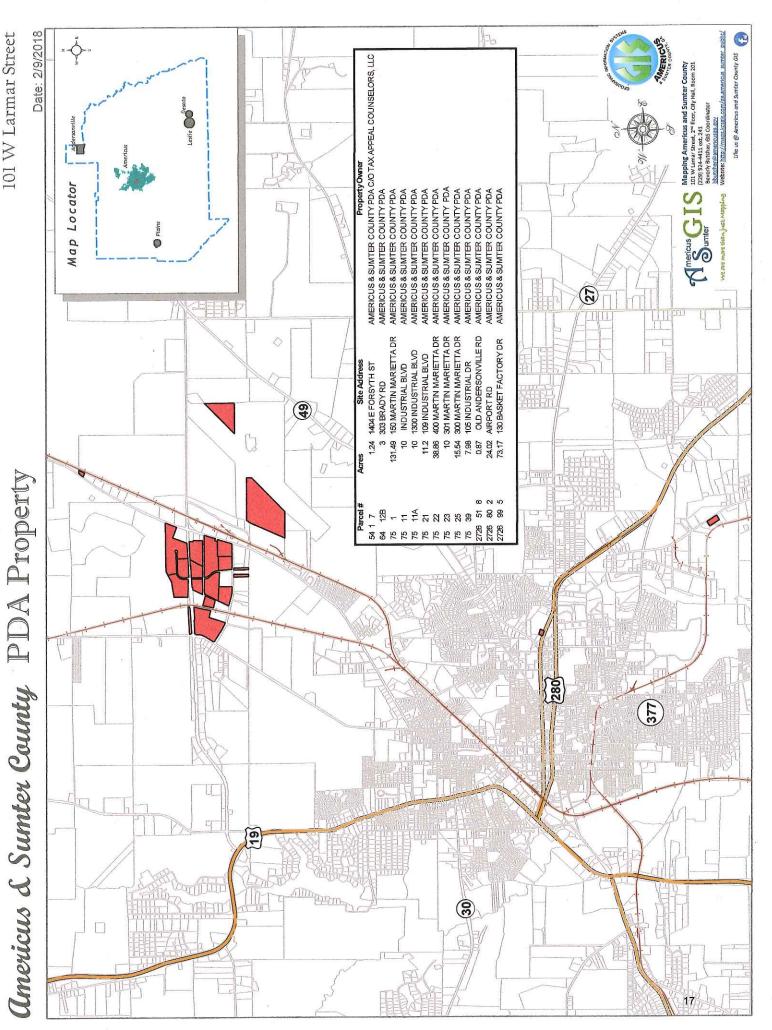
One Sumter Economic Development Foundation, Inc. is a local initiative undertaking economic and community development in the incorporated and unincorporated areas of Sumter County. Their funding consists of both public and private sourcing. One or more cities have pledged funding. Sumter County may consider funding of specific projects in the future. Including, but not limited to, TIA funding.

- 7. Person completing form: **Bill Twomey, Chief Administrative Officer**Phone number: **229-928-4500**Date completed: March 13, 2018
- 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:					
8 ·					

101 W Larmar Street Date: 2/9/2018

Americus & Sumter County PDA Property Map Locator Leslie Uke us @ Americus and Sumter County GIS









FORM 2: Summary of Service Delivery Arrangements

nstr		

Make copies of this form and complete one for each service li Answer each question below, attaching additional pages as neces should be reported to the Department of Community Affairs.	isted on FORM ssary. If the cont	1, Section IV. Use EXACTLY the same service names listed on FORM 1 act person for this service (listed at the bottom of the page) changes, this
COUNTY:A	Service:	E-911 Emergency Dispatching
Check <u>one</u> box that best describes the agreed upon	on delivery ar	rangement for this service:
		ies and unincorporated areas) by a single service provider. anization providing the service.): Middle Flint E-911
b.) Service will be provided only in the unincorp checked, identify the government, authority or organ	oorated portion	on of the county by a single service provider. (If this box is viding the service.):
		eir incorporated boundaries, and the service will not be by the government(s), authority or organization providing the
		eir incorporated boundaries, and the county will provide the the government(s), authority or organization providing the
e.) Other (If this box is checked, attach a legib identify the government, authority, or other organization)	le map delir ation that wil	neating the service area of each service provider, and I provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, un	necessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	entation as o	lescribed, below)
⊠No		
If these conditions will continue under this strategy, <u>a</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	A. 36-70-24(1	olanation for continuing the arrangement (i.e., 1)), overriding benefits of the duplication, or reasons that
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, <u>attach ar</u> and the agre	n implementation schedule listing each step or action that eed 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.).

Local Government or Authority	Funding Method	
Sumter County	General Fund; Telephone Subscriber Fees	
	W.	

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

While there has been no change in recent years, this service was not identified in the previous Service Delivery Strategy documentation.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agrement	Dooly Co; Macon Co; Schley Co; Sumter Co; Taylor	Sept. 23, 2014 - IN EFFECT
For the Operation of Middle	Webster Co; Talbot Co; Middle Flint E9-1-1 Authority	FOR AN INDEFINITE
Flint E9-1-1 Center		PERIOD
Mutual Aid Agreement	MF E9-1-1; Sumter Co; City of Americus; City of	February 24, 2004 - MAY BE
	Andersonville; City of DeSoto; City of Leslie;	TERMINATED BY AFTER A
	City of Plains	PERIOD OF FIVE-YEARS

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?

Fee changes depend on action by the Georgia General Assembly

- 7. Person completing form: **Bill Twomey, Chief Administrative Officer**Phone number: **229-928-4500**Date completed: March 13, 2018
- 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:

MIDDLE FLINT REGIONAL E-911 MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of February, 2004, by and between the Parties set forth hereinbelow.

WITNESSETH

WHEREAS, the Parties hereto are desirous of implementing Georgia State Act 636, relating to a statewide Emergency Telephone Number '9-1-1' system plan, and

WHEREAS, the Parties hereto are desirous of ensuring that all of their citizens receive emergency service in time of need,

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows:

- 1. All parties herein receive emergency phone calls relating to public safety from the '9-1-1' Emergency Answering Center located in Ellaville, Schley County, referred to as the Answering Center.
- 2. All parties herein recognize there is a possibility that a call to a public safety agency may be inadvertently directed from the Answering Center to an agency with contiguous boundaries.
- 3. To ensure the citizen receives the fastest possible response time, all parties herein agree to respond to a call after it is dispatched even though it may mean crossing jurisdictional boundaries.
- 4. The misdirected call can be re-routed for dispatch to the proper jurisdictional agency if it is determined by the Answering Center that redirection would not increase response time.
- 5. No party to this agreement will charge another for rendering service in another jurisdictional area under provisions of this agreement.
- 6. There will be no reimbursement for loss or damage to equipment while engaged in activity pursuant to this agreement, nor shall there be any liability for compensation or indemnity to officers or employees by one party to another arising out of performance of this agreement.
- 7. This agreement will be in effect for an indefinite period, or until such time that the operating parameters of the '9-1-1' Emergency Answering Center make it unnecessary.
- 8. This agreement will be in effect as of the date the Middle Flint Regional Emergency E-911 Answering Center in Ellaville, Schley County becomes operational.

MIDDLE FLINT REGIONAL E-911 MUTUAL AID AGREEMENT SUMTER COUNTY

Tiff Pace, Chairman

Board of Commissioners

Robert C Ingle, Sr., Sheriff

Bill McGowan, Mayor

City of Americus

Margaret Holloway, Mayor

City of Andersonville

Dennis Billings, Mayor

City of DeSoto

William C Deriso, Mayor

L. E. Godyan, III, Mayor

City of Leslie

City of Plains

INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION OF MIDDLE FLINT REGIONAL E9-1-1 CENTER

STATE OF GEORGIA COUNTY OF SUMTER

THIS AGREEMENT made and entered into this <u>23rd</u> day of <u>September 2014</u>, by and between Dooly County, Macon County, Marion County, Schley County, Sumter County, Taylor County, Webster County, and Talbot County ("Participating Counties"), by and through said counties' Board of Commissioners and Middle Flint Regional E-911 Authority ("Authority"); (Revised July 22, 2014).

WHEREAS, the parties hereto are desirous of implementing O.C.G.A. 46-5-120 et. seq. relating to a eight county regional emergency telephone number 911 system plan ("E-911 System"); and

WHEREAS, the parties hereto are desirous of insuring that all citizens of the Participating Counties receive emergency service in time of need; and

WHEREAS, the combined efforts of the Participating Counties and the Authority would permit cost savings in the delivery of emergency services to citizen within said counties.

NOW, THEREFORE, pursuant to the authority granted in O.C.G.A. § 46-5-138, the parties agree as follows:

1.

The various emergency and law enforcement agencies and officials within the Participating Counties will receive emergency telephone calls relating to public safety,

including but not limited to, emergency medical services, sheriff's departments and fire departments and calls to municipalities providing such services within said counties relating to public safety as may be established by agreement between those municipalities and the Participating Counties, at a Regional E-911 emergency answering center to be established by the parties at a facility to be located in Ellaville, Schley County, Georgia, which shall be referred to as the "Middle Flint Regional E-911 Center" (hereinafter "E-911 Center") and under the direction and control of the Authority.

2.

The Participating Counties and the Authority shall comply with implementation procedures as required by the applicable code sections referenced herein in a timely manner in order not to delay the activation of the E-911 System.

3.

The Participating Counties shall hold interest in the title to the equipment in such portion as each County shall have subscribers that are subject to the monthly tariff to provide E-911 service as of January 1st of the most recent year that this agreement is in effect, and every January 1st thereafter as long as said agreement shall be in effect.

4.

The Authority as hereinabove described shall maintain custody and control of the equipment and furnishings of the E-911 Center and shall provide necessary insurance thereon, said insurance to be treated as an operating expense of the emergency answering center. The Authority shall be responsible for planning, acquiring, operating and maintaining the common equipment of the E-911 Center.

The Authority shall develop general policies and guidelines regarding the E-911 System and E-911 Center and maintain financial records relating to the cost of operating and maintaining the E-911 Center. Records regarding the cost of maintaining and operating the E-911 Center shall be made available to any of the Participating Counties upon request and no less than quarterly. No less frequently than annually, the Authority shall prepare an operating budget for presentation to the Participating Counties. Any action taken by the Authority shall be binding upon the Participating Counties unless specifically and expressly vetoed in a properly advertised open meeting, by a 2/3 majority of all Participating Counties. Any such vote to veto an action of the Authority must occur no later than thirty (30) days after the action was taken by the Authority. Any action vetoed as set forth herein shall be deemed fully repealed and of no further effect. (Revised July 22, 2014)

6.

The services to be established shall provide emergency call answering services and dispatching for law enforcement, fire and emergency medical agencies of the Participating Counties and to participating municipalities within said counties twenty-four (24) hours a day, seven (7) days a week, every day of the year.

7.

Each Participating County shall establish an E-911 Advisory Board pursuant to O.C.G.A. § 46-5-136. Each Advisory Board shall advise the Authority regarding operational policies and guidelines of the E-911 System that are necessary and shall meet from time to time as the need arises. The Advisory Board shall supply such technical information and direction as may be necessary to enable the Authority to reach reasonable and proper decisions regarding the efficient operation of the E-911 System within the service area.

The Authority shall, pursuant to O.C.G.A. § 46-5-138, designate and employ a Director for the E-911 System, who shall be under the administrative control of the Authority, and shall be considered an employee thereof. The Director shall assist in the preparation of the specifications regarding equipment and the preparation of the site of an E-911 Center. All initial employees shall be hired by the Authority for the E-911 Center upon recommendation of the Director. Such employees shall be trained in accordance with the program initiated by the Director and approved by the Authority.

9.

Any language regarding supervision and/or control of employees and equipment and operation and administration of the E-911 System as set forth in this agreement, the Participating Counties herein acknowledge that the liability associated with the operation of the E-911 System is accepted by the Participating Counties in the same proportion as the ownership of the equipment set forth in Paragraph 11 below. Any costs that arise related to claims against any County as a result of the operation of the E-911 System shall be borne in those proportions set forth within Paragraph 11 below.

10.

The general provisions for joint funding by the Participating Counties of the Answering Center's capital and operating costs and the estimated annual surcharge revenue and the projected capital and operational costs are more fully set out on Exhibit "A", attached hereto and incorporated herein.

All costs for operating and maintaining the Regional E-911 Center, including recurring costs associated with the recorders and phone line equipment, salaries and benefits, employee training and related expenses, repairs and modification of the Regional E-911 Center facility, publicity expenses and other expenses set forth within the budget approved by each County, that are not covered by the funds collected from the service charge paid by telephone subscribers shall be paid by the Participating Counties in the same proration as the monthly average for number of subscribers subject to charge in each Participating County from July 1st to June 30th during the previous fiscal year, hereinafter referred to "Operating Cost Ratio." Payments to be made by each County shall be made to cover the expenses of the previous months on or before the 15th day of each succeeding month. Likewise, credits shall be given to each county in the "Operating Cost Ratio" if the funds collected shall exceed operating costs. All purchases and contracts for the purposes of operating the E-911 Center shall be maintained in the name of the Authority, and any equity or obligation that may accrue regarding same shall be in the "Operating Cost Ratio."

12.

Each county shall initially place within the operating account one half (1/2) of the amount received from one month of the subscriber charges collected within fifteen (15) days after the implementation of this Agreement. Thereafter, monthly contributions shall cover expenses incurred by the E-911 Center. Further, the Authority shall within thirty (30) days from such date provide to each county an expense budget showing projected expenses for the initial term of operation and until the commencement of a budgeted fiscal year for the E-911 System.

This Agreement may not be terminated by any Participating County for a period of five (5) years from the initial date of this agreement. Thereafter, the Participating Counties agree that any county may terminate this agreement without the agreement of the other counties upon giving written notice at least twelve (12) months in advance of the date set for termination. Upon termination of this agreement, the counties to which termination is given shall have the right to purchase the assets of the answering center from the terminating county in proration to the ownership of said assets as stipulated herein. The value of the equipment shall be determined by an independent appraisal of the equipment, the appraiser to be selected by the Authority. The determination of the appraiser shall be final. Within thirty (30) days of receipt of the appraisal, the non-terminating counties shall pay to the terminating party a sum that shall equal the percentage of ownership of the terminating county of the appraised value of the equipment. Any pending claim shall survive the expiration or termination of the Agreement.

14.

The Participating Counties may terminate the participation of another county for cause, such as non-payment of fees and costs or any other failure to participate in kind with the other counties, after being given forty-five (45) days written notice of the cause or deficiency and given a reasonable time to correct said cause or deficiency. If the cause or deficiency is not corrected in a reasonable time, the Participating Counties, by a 2/3 majority vote, my terminate such county from further being a member of the Authority. Any investment such a county may have in the Authority would remain the property of the Authority.

The Authority is hereby authorized to enter into negotiation of and execution of any and all interlocal agreements with each participating county's public safety entities (including municipalities within each county) in order to further the purposes of the Authority.

16.

The financial records of the Authority shall be audited annually by an independent auditor, and the results of said annual audit shall be submitted to the Participating County Commission for review and comment. All funds, payments and disbursements on behalf of the Authority shall be strictly accountable to the Participating Counties, and the financial affairs of the Authority shall be subject to a financial management system which meets Generally Accepted Accounting Principles for public entities in the State of Georgia.

17.

The parties agree that the term of this agreement shall be for a period of ten (10) years, and shall be automatically renewable for successive ten (10) year terms thereafter. Upon termination of this agreement or dissolution of the Authority, the property and assets of the Authority shall be distributed to the Participating Counties in the same proportion as the ownership of the equipment set forth in Paragraph 11.

18.

All gifts or grants in furtherance of the purpose of the E-911 Center shall be in the name of the Authority and shall be used for the purpose of reducing the overall operating costs of the E-911 Center.

All claims for federal and state aide for the operation of the E-911 Center shall be made by the Authority on behalf of all Participating Counties.

20.

This Agreement may be wholly or partially amended by a majority vote of the Directors of the Authority with approval by the Participating County Commissions, including, but not limited to, an amendment(s) to add one or more Participating Counties to this Agreement. Any such amendment or addition shall be submitted as an Amendment and shall be signed by all parties and counties.

21.

This Agreement cancels, supersedes and replaces an Intergovernmental Agreement executed by the Participating Counties, date July 23, 2003 a copy of said Agreement is attached hereto and incorporated herein as Exhibit A.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on or before the date above written.

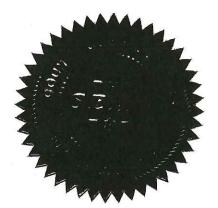
[SIGNATURES OF EACH GOVERNMENT ARE ON SEPARATE PAGES AND ARE ATTACHED HERETO BELOW]

BOARD OF COMMISSIONERS OF SUMTER COUNTY

BY: Randy Howard, Chairman

ATTEST:

Rayetta Floyd, Clerk



BOARD OF COMMISSIONERS OF DOOLY COUNTY

BY:

Terrell Hudson, Chairman

ATTEST:

Linda Woodson, Clerk



BOARD OF COMMISSIONERS OF MACON COUNTY

BY:

A. Richmond Felton, Chairman

ATTEST:

Regina Mc Suffre, County Manager

BOARD OF COMMISSIONERS OF MARION COUNTY

BY:

George Neal, Ji., Chairman

ATTEST:

Lea Elliott, County Clerk

BOARD OF COMMISSIONERS OF SCHLEY COUNTY

ATTEST:

Kathy Bruer, Clerk

BOARD OF COMMISSIONERS OF TALBOT COUNTY

BY: Tileu Mortgomery, Chairman

ATTEST:

Carol Ison, Clerk

BOARD OF COMMISSIONERS OF TAYLOR COUNTY

BY:

Clinton Terry, Jr., Chairman

ATTEST:

Lenda Taunton, County Manager

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

[ADDITIONAL SIGNATURES TO FOLLOW]

BOARD OF COMMISSIONERS OF WEBSTER COUNTY

BY: Jense Morre, Chairman

ATTEST:

Bornie Witt, Clerk

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[ADDITIONAL SIGNATURES TO FOLLOW]







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:SUMTER	Service: ELECTIONS
. Check <u>one</u> box that best describes the agreed up	on delivery arrangement for this service:
	ncluding all cities and unincorporated areas) by a single service provider. uthority or organization providing the service.): Sumter County
b.) Service will be provided only in the unincorchecked, identify the government, authority or org	rporated portion of the county by a single service provider. (If this box is anization providing the service.):
	only within their incorporated boundaries, and the service will not be necked, identify the government(s), authority or organization providing the
	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the
e.) Other (If this box is checked, <u>attach a legilidentify</u> the government, authority, or other organization)	ble map delineating the service area of each service provider, and zation that will provide service within each service area.):
In developing this strategy, were overlapping servidentified?	vice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docur	nentation as described, below)
⊠No	
	attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).

Page 1 of 2

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.).

Local Government or Authority	Funding Method
SUMTER COUNTY	GENERAL FUNDS
CITY OF AMERICUS	GENERAL FUNDS
CITY OF PLAINS	GENERAL FUNDS
CIYT OF LESLIE	GENERAL FUNDS
CITY OF ANDERSONVILLE	GENERAL FUNDS
CITY OF DESOTO	GENERAL FUNDS

How will the strategy change the previous arrangemen	s for providing and/or funding this service within the county
--	---

New Intergovernmental Ag	reements
--------------------------	----------

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	County; City of Plains	9/12/2017 - Term upon 60
Intergovernmental Agreement	County; City of Americus	9/12/2017 - Term upon 60
Intergovermental Agreement	County Andersonville	6/8/2017 - Term upon 60

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?

Sumter County Board of Elections contracts with the municipalities of Plains, Americus, Andersonville. Sumter County performs County, State and Federal elections. Sumter County provides voter registration countywide to both the incorporated and unincorporated areas of the county. Cities utilize Sumter County voter registration information for City elections. Sumter County shall conduct the municipal elections in accordance with the terms of said attached agreements.

- 7. Person completing form: **Bill Twomey, Chief Administrative Officer**Phone number: **229-928-4500**Date completed: March 13, 2018
- 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: TYPE CONTACT NAME, TITLE & PHONE HERE

SUMTER COUNTY BOARD OF COMMISSIONERS RESOLUTION NUMBER 2017-054

AMENDED RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMTER COUNTY BOARD OF COMMISSIONERS, THE SUMTER COUNTY BOARD OF ELECTIONS AND REGISTRATION, AND THE CITY OF AMERICUS RELATING TO THE CONDUCT OF MUNICIPAL ELECTIONS

WHEREAS, during its 2001 Session, the Georgia General Assembly passed House Bill 786, which created the Sumter County Board of Elections and Registration (hereafter "Board of Elections and Registration") pursuant to O.C.G.A. § 21-2-40; and

WHEREAS, said legislation authorizes the Board of Elections and Registration to conduct municipal elections and primaries for any municipal corporation located within Sumter County if such municipal corporation has entered an agreement with the Sumter County Board of Commissioners (hereafter "Board of Commissioners") for that purpose; and

WHEREAS, O.C.G.A. § 21-2-45(c) provides that any municipality may authorize any county in which that municipality is wholly or partially located to conduct any and all elections for the municipality; and

WHEREAS, the City of Americus (hereafter "City"), the Board of Elections and Registration, and the Board of Commissioners desire to enter into an intergovernmental agreement whereby the Board of Elections and Registration shall conduct the municipal elections for the City in accordance with the terms of said agreement; and

WHEREAS, the Board of Commissioners recently approved such an intergovernmental agreement for said purposes, which has now been revised based upon the parties' negotiations; and

WHEREAS, a copy of the revised agreement is attached hereto as Exhibit "A;" and

WHEREAS, the Board of Commissioners deems it appropriate and advisable to enter into an intergovernmental agreement with the City and the Board of Elections and Registration authorizing said Board of Elections and Registration to conduct the City's municipal elections as outlined in the attached agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

- (1) That the proposed intergovernmental agreement between the Board of Commissioners, the Board of Elections and Registration, and the City, a copy of which is attached hereto as Exhibit "A," is hereby approved and adopted by the Board of Commissioners; and
- (2) That the Chairman of the Board of Commissioners is authorized to execute said intergovernmental agreement, and the County Clerk is authorized to attest her signature thereon.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall become effective as of the date of its adoption.

SO RESOLVED, this 12th day of September, 2017.

SUMTER COUNTY, GEORGIA

By:

Randy Howard, Chairman Board of Commissioners

Attest:

Rayerta Volley, County Clerk

Votes:

Randy Howard

Clay Jones

Thomas Jordan

George Torbert

Ves

Mark Waddell

During the term of this Agreement, the Board of Elections and Registration shall perform the duties of Superintendent of Elections and shall conduct all of the City's elections, including general elections, special elections, and referendums, (hereinafter "City elections") held pursuant to Title 21 of the Official Code of Georgia, Annotated. All voting, including absentee in-person voting, shall be conducted at the polling places or other locations designated by the Board of Elections and Registration.

2.

The City shall be solely responsible for qualifying candidates, calling its elections, and complying with the regulations of the Georgia Government Transparency and Campaign Finance Commission in accordance with state and federal laws, collectively including, but not limited to, publication of any qualifying fees, collection and accounting for qualifying fees, publication of any required notices, the timeliness, content, and proper publication of the Notice of Election and Call of Election, and the filing of financial disclosures and campaign contribution forms. The Board of Elections and Registration shall not have any responsibility with respect to the qualification of candidates, calling of elections, or compliance with the Georgia Government Transparency and Campaign Finance Commission's regulations for the conduct of the City's elections. The City shall be solely responsible for the language submitted for the ballot and for tendering all required notifications and reports to any departments or agencies of the State, with the sole exception of the consolidated returns, which the Board of Elections and Registration shall submit directly to the Secretary of the State of Georgia. The Board of Elections and Registration as Superintendent of Elections shall be responsible for the registration of voters for the City's elections in accordance with Georgia law. The City shall keep and retain a voter

registrar as provided by state law, who will report directly to the Chief Registrar of the Board of Elections and Registration.

3.

For any special elections or referendums, the City shall timely adopt a resolution authorizing the special election or referendum as required by law and shall forward a certified copy of said resolution to the Board of Elections and Registration. Upon receipt of same, the Board of Elections and Registration and the County's Board of Commissioners shall likewise adopt resolutions, if required by law, authorizing the conduct of the special election or referendum in accordance with the terms of this Agreement.

4.

- (a) The City shall pay the County the actual costs incurred by the Board of Elections and Registration in conducting any City elections, including general or special elections, referendums, primaries, or run-offs, on behalf of the City pursuant to this Agreement; provided, however, that the minimum costs to be paid by the City to the County for conducting City elections for which the City is obligated to the County hereunder shall be one thousand dollars (\$1,000) per each contested race, referendum, or recall presented on the ballot in each general or special election, including, but not limited to referendums, recalls, and run-offs.
- (b) Upon written request by the City before commencement of absentee in-person voting for a City election, the Board of Elections and Registration may provide the City a written, good faith estimate of the costs of conducting said election. Estimates shall not be binding or in any way limit the City's obligation to pay or the County's right to recover the full, actual costs incurred in conducting the City election as provided in Section 4(a).
- (c) No more than 90 days after certification of the election results, the Board of Elections and Registration shall submit an invoice to the City itemizing the costs of conducting the City

election(s) per this Agreement, including, but not limited to, total costs for each of the following categories of expenditures: poll worker salaries for early voting and election day; taxes, FICA, Medicare, and workers compensation for poll workers; poll worker support fees, meals, cell phone fees, and mileage; Logic and Accuracy testing services; election day support; post-election day support; absentee ballot set up; test deck preparation; absentee/provisional ballot printing; polling place utilities, when applicable; newspaper announcement fees; miscellaneous expenses; and any other category of expenses reasonably definable by the Board of Elections and Registration. If, despite reasonable diligence, the Board of Elections and Registration is unable to submit the invoice within 90 days as provided herein, the Board of Elections and Registration will notify the City in writing of the projected date for submission of the invoice. The City shall remit full payment to the County within 60 days of receipt of the invoice, the County shall be entitled to interest on all past due sums in the amount of 1.5% per month.

5.

Any notices (with the exclusion of invoices) provided pursuant to this Agreement by any party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope, to the addresses below. Any party may designate another point of contact or address by serving written notice of same on all other parties.

If to the City:

Attn: Mayor Barry Blount

City of Americus

101 West Lamar Street Americus, Georgia 31709

If to the County:

Attn: Bill Twomey

Chief Administrative Officer

Sumter County Board of Commissioners

500 West Lamar Street, Suite 100 (Hand Delivery)

Page 4 of 9

P.O. Box 295 (Mail) Americus, Georgia 31709

If to the Board of Elections and Registration:

Attn: Robert Brady
Sumter County Board of Elections and Registration
500 W. Lamar Street (Hand Delivery)
P. O. Box 1263 (Mail)
Americus, Georgia 31709

6.

Any party may terminate this Agreement upon 60 days' written notice to all parties; provided, however, that neither party shall be authorized to terminate the Agreement by such written notice on a date which is less than 90 days prior to the date of a City election which is to be conducted by the Board of Elections and Registration under this Agreement. Within 90 days of issuance of a notice of termination by any party, the Board of Elections and Registration shall submit an invoice to the City for all unpaid costs incurred for preparing and conducting any election as provided in Section 4 of this Agreement, up to and including the date of receipt of the notice of termination. If, despite reasonable diligence, the Board of Elections and Registration is unable to submit the invoice within 90 days as provided herein, the Board of Elections and Registration will notify the City in writing of the estimated date for submission of the invoice. The City shall remit full payment to the County within 60 days of receipt of the invoice, the County shall be entitled to interest on all past due sums in the amount of 1.5% per month.

1.

The City shall defend, indemnify and hold harmless the Board of Elections and Registration and the County, including, but not limited to their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, and agents from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liabilities

of any kind whatsoever, including, but not limited to attorney's fees and costs of defense, which arise out of actions or failures to act that occur during the Board of Elections and Registration's conduct of any election of any nature on behalf of the City, regardless of whether such actions may be the result of willful, negligent, or tortious conduct by the City or anyone directly or indirectly employed by it, and regardless of whether the act is caused in part by a party indemnified hereunder. This obligation expressly includes, but is not limited to, challenges to the qualifications of any candidate, to any election results, to the number of or manner in which any district is drawn, and any claims under the Voting Rights Act of 1965. This obligation to indemnify does not include liabilities caused by or resulting from the sole negligence or intentional misconduct of the Board of Elections and Registration or the County. The City's obligation to indemnify, defend, and hold harmless the Board of Elections and Registration and the County shall survive expiration or termination of this Agreement, provided that the claims at issue are based upon or arise out of actions that occurred during the term of this Agreement. Nothing in this Agreement shall be construed as a waiver of any party's sovereign and qualified immunities.

8.

No party may assign any of the obligations or benefits of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

9.

This Agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes to this Agreement must be executed and approved by all parties' governing bodies. This Agreement is for the benefit of the parties hereto

only and is not intended to benefit any third party or to give rise to any duties or causes of action to any third party.

10.

Time is of the essence with respect to the performance of all provisions of this Agreement.

11.

This Agreement shall be effective as of the date of execution and approval by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals as approved by their governing bodies.

This Z8 day of AUGUST, 2017

BOARD OF ELECTIONS AND REGISTRATION OF SUMTER COUNTY, GEORGIA

BY:

Vichael Tracy, Chairman

ATTEST:

James Gaston, Secretary

مراد عرب	1	۸.,	0017
This 24 -	day of	MOINEL	, 2017.

CITY OF AMERICUS, GEORGIA

BY:

Barry Blount, Mayor

ATTEST:

Paula Martin, City Clerk

[Signatures continued on following page]

This 12th day of September, 2017.

SUMTER COUNTY, GEORGIA

BY:

Randy Howard, Chairman Board of Commissioners

ATTEST:

Rayetta Volley, County Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ANDERSONVILLE, GEORGIA,

THE BOARD OF ELECTIONS AND REGISTRATION OF SUMTER COUNTY, GEORGIA, AND SUMTER COUNTY, GEORGIA, BY AND THROUGH ITS BOARD OF COMMISSIONERS, FOR THE CONDUCT OF THE CITY OF ANDERSONVILLE'S ELECTIONS

STATE OF GEORGIA

COUNTY OF SUMTER

This Agreement (hereafter "Agreement") is made by and between the City of Andersonville, Georgia (hereafter "City"), the Board of Elections and Registration of Sumter County, Georgia (hereafter "Board of Elections and Registration"), and Sumter County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereafter collectively referred to as "County").

WITNESSETH:

WHEREAS, the parties to this Agreement are governmental entities under the laws of the State of Georgia and are authorized to enter Intergovernmental Agreements for the provision of services pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and

WHEREAS, the parties are serving the needs of the citizens of Sumter County by providing for the conduct of the City's elections as required and permitted by law; and

WHEREAS, the parties wish to outline their relative rights and obligations in the conduct of the City's elections.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and undertakings contained herein, the parties hereto agree that this Agreement shall govern the conduct of the City's elections as follows:

During the term of this Agreement, the Board of Elections and Registration shall perform the duties of Superintendent of Elections and shall conduct all of the City's elections, including general elections, special elections, and referendums, held pursuant to Title 21 of the Official Code of Georgia, Annotated. All voting, including absentee in-person voting, shall be conducted at the polling places or other locations designated by the Board of Elections and Registration.

2.

The City shall be solely responsible for qualifying candidates, calling its elections, and complying with the regulations of the Georgia Government Transparency and Campaign Finance Commission in accordance with state and federal laws, collectively including, but not limited to, publication of any qualifying fees, collection and accounting for qualifying fees, publication of any required notices, the timeliness, content, and proper publication of the Notice of Election and Call of Election, and the filing of financial disclosures and campaign contribution forms. The Board of Elections and Registration shall not have any responsibility with respect to the qualification of candidates, calling of elections, or compliance with the Georgia Government Transparency and Campaign Finance Commission's regulations for the conduct of the City's elections. The City shall be solely responsible for the language submitted for the ballot and for tendering all required notifications and reports to any departments or agencies of the State, with the sole exception of the consolidated returns, which the Board of Elections and Registration shall submit directly to the Secretary of the State of Georgia. The Board of Elections and Registration as Superintendent of Elections shall be responsible for the registration of voters for the City's elections in accordance with Georgia law. The City shall keep and retain a voter registrar as provided by state law, who will report directly to the Chief Registrar of Elections for the Board of Elections and Registration.

For any special elections or referendums, the City shall timely adopt a resolution authorizing the special election or referendum as required by law and shall forward a certified copy of said resolution to the Board of Elections and Registration. Upon receipt of same, the Board of Elections and Registration and the County's Board of Commissioners shall likewise adopt resolutions, if required by law, authorizing the conduct of the special election or referendum in accordance with the terms of this Agreement.

4.

- (a) The City shall pay the County the actual costs incurred by the Board of Elections and Registration in conducting any elections on behalf of the City pursuant to this Agreement, including, but not limited to, fees for testing voting machines, creating or printing the ballot, poll workers' salaries and expenses, and other reasonably related expenses.
- (b) Upon request by the City before commencement of absentee in-person voting for an election, the Board of Elections and Registration may provide the City a written, good faith estimate of the costs of conducting said election. Estimates shall not be binding or in any way limit the City's obligation to pay or the County's right to recover the full, actual costs incurred in conducting the election.
- (c) No more than 90 days after certification of the election results, the Board of Elections and Registration shall submit an invoice to the City itemizing the costs of conducting the elections per this Agreement, including, but not limited to, total costs for each of the following categories of expenditures: poll worker salaries for early voting and election day; taxes, FICA, Medicare, and workers compensation for poll workers; poll worker support fees, meals, cell phone fees, and mileage; Logic and Accuracy testing services; election day support; post-election day support; absentee ballot set up; test deck preparation; absentee/provisional ballot

printing; polling place utilities, when applicable; newspaper announcement fees; miscellaneous expenses; and any other category of expenses reasonably definable by the Board of Elections and Registration. If, despite reasonable diligence, the Board of Elections and Registration is unable to submit the invoice within 90 days as provided herein, the Board of Elections and Registration will notify the City in writing of the projected date for submission of the invoice. The City shall remit full payment to the County within 60 days of receipt of the invoice. If payment is not received by the County within 60 days of the City's receipt of the invoice, the County shall be entitled to interest on all past due sums in the amount of 1.5% per month.

5.

Any notices (with the exclusion of invoices) provided pursuant to this Agreement by any party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope, to the addresses below. Any party may designate another point of contact or address by serving written notice of same on all other parties.

If to the City:

Attn: Mayor Marvin Baugh

City of Andersonville

106 North Oglethorpe Street (Hand Delivery)

P.O. Box 35 (Mail)

Andersonville, Georgia 31711

If to the County:

Attn: Bill Twomey

Chief Administrative Officer

Sumter County Board of Commissioners

500 West Lamar Street, Suite 100 (Hand Delivery)

P.O. Box 295 (Mail) Americus, Georgia 31709

If to the Board of Elections and Registration:

Attn: Robert Brady

Sumter County Board of Elections and Registration

500 W. Lamar Street (Hand Delivery)

P. O. Box 1263 (Mail) Americus, Georgia 31709 Any party may terminate this Agreement upon 60 days' written notice to all parties. Within 90 days of issuance of a notice of termination by any party, the Board of Elections and Registration shall submit an invoice to the City for all unpaid costs incurred for preparing and conducting any election as provided in Section 4 of this Agreement, up to and including the date of receipt of the notice of termination. If, despite reasonable diligence, the Board of Elections and Registration is unable to submit the invoice within 90 days as provided herein, the Board of Elections and Registration will notify the City in writing of the estimated date for submission of the invoice. The City shall remit full payment to the County within 60 days of receipt of the invoice. If payment is not received by the County within 60 days of the City's receipt of the invoice, the County shall be entitled to interest on all past due sums in the amount of 1.5% per month.

7.

The City shall defend, indemnify and hold harmless the Board of Elections and Registration and the County, including, but not limited to their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, and agents from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liabilities of any kind whatsoever, including, but not limited to attorney's fees and costs of defense, which arise out of actions or failures to act that occur during the Board of Elections and Registration's conduct of any election of any nature on behalf of the City, regardless of whether such actions may be the result of willful, negligent, or tortious conduct by the City or anyone directly or indirectly employed by it, and regardless of whether the act is caused in part by a party indemnified hereunder. This obligation expressly includes, but is not limited to, challenges to the qualifications of any candidate, to any election results, to the number of or manner in which

any district is drawn, and any claims under the Voting Rights Act of 1965. This obligation to indemnify does not include liabilities caused by or resulting from the sole negligence or intentional misconduct of the Board of Elections and Registration or the County. The City's obligation to indemnify, defend, and hold harmless the Board of Elections and Registration and the County shall survive expiration or termination of this Agreement, provided that the claims at issue are based upon or arise out of actions that occurred during the term of this Agreement. Nothing in this Agreement shall be construed as a waiver of any party's sovereign and qualified immunities.

8.

No party may assign any of the obligations or benefits of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

9.

This Agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes to this Agreement must be executed and approved by all parties' governing bodies. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties or causes of action to any third party.

10.

Time is of the essence with respect to the performance of all provisions of this Agreement.

11.

This Agreement shall be effective as the date of execution and approval by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals as approved by their governing bodies.

This \hat{S} day of $\Delta \cup \mathcal{E}$, 2017.

BOARD OF ELECTIONS AND REGISTRATION OF SUMTER

COUNTY, GEORGIA

BY:

Michael Tracy, Chairman

ATTEST:

[Signatures continued on following pages]

This 5 day of JUne, 2017.

CITY OF ANDERSONVILLE, GEORGIA

BY:

Marvin Baugh, Mayor

ATTEST:

Teresa Owens, City Clerk

[Signatures continued on following page]

This	16th day of	Maux	, 2017.
· IIIO .	<u>1 4 duy</u> 01_	1.M	 , 2017.

SUMTER COUNTY, GEORGIA

(C) Signature (C)

BY:

Randy Howard, Chairman Board of Commissioners

ATTEST:

Rayetta Volley, County Clerk

SUMTER COUNTY BOARD OF COMMISSIONERS RESOLUTION NUMBER ______ 2017-055_____

AMENDED RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN THE SUMTER COUNTY BOARD OF COMMISSIONERS, THE SUMTER COUNTY BOARD OF ELECTIONS AND REGISTRATION, AND THE CITY OF PLAINS RELATING TO THE CONDUCT OF MUNICIPAL ELECTIONS

WHEREAS, during its 2001 Session, the Georgia General Assembly passed House Bill 786, which created the Sumter County Board of Elections and Registration (hereafter "Board of Elections and Registration") pursuant to O.C.G.A. § 21-2-40; and

WHEREAS, said legislation authorizes the Board of Elections and Registration to conduct municipal elections and primaries for any municipal corporation located within Sumter County if such municipal corporation has entered an agreement with the Sumter County Board of Commissioners (hereafter "Board of Commissioners") for that purpose; and

WHEREAS, O.C.G.A. § 21-2-45(c) provides that any municipality may authorize any county in which that municipality is wholly or partially located to conduct any and all elections for the municipality; and

WHEREAS, the City of Plains (hereafter "City"), the Board of Elections and Registration, and the Board of Commissioners desire to enter into an intergovernmental agreement whereby the Board of Elections and Registration shall conduct the municipal elections for the City in accordance with the terms of said agreement; and

WHEREAS, the Board of Commissioners recently approved such an intergovernmental agreement for said purposes, which has now been revised based upon the parties' negotiations; and

WHEREAS, a copy of the revised agreement is attached hereto as Exhibit "A;" and

WHEREAS, the Board of Commissioners deems it appropriate and advisable to enter into an intergovernmental agreement with the City and the Board of Elections and Registration authorizing said Board of Elections and Registration to conduct the City's municipal elections as outlined in the attached agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners as follows:

- (1) That the proposed intergovernmental agreement between the Board of Commissioners, the Board of Elections and Registration, and the City, a copy of which is attached hereto as Exhibit "A," is hereby approved and adopted by the Board of Commissioners; and
- (2) That the Chairman of the Board of Commissioners is authorized to execute said intergovernmental agreement, and the County Clerk is authorized to attest her signature thereon.

BE IT FURTHER RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby repealed.

BE IT FURTHER RESOLVED that this Resolution shall become effective as of the date of its adoption.

SO RESOLVED, this 12th day of September, 2017.

SUMTER COUNTY, GEORGIA

By:

Randy Howard, Chairman

Board of Commissioners

Attest:

Kayetta Volley, County Clerk

Page 2 of 3

Votes:

Randy Howard

Clay Jones

Votes:

N/A

Ves

Thomas Jordan

George Torbert

Mark Waddell

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PLAINS, GEORGIA, THE BOARD OF ELECTIONS AND REGISTRATION OF SUMTER COUNTY, GEORGIA, AND SUMTER COUNTY, GEORGIA, BY AND THROUGH ITS BOARD OF COMMISSIONERS, FOR THE CONDUCT OF THE CITY OF PLAINS' ELECTIONS

STATE OF GEORGIA

COUNTY OF SUMTER

This Agreement (hereafter "Agreement") is made by and between the City of Plains, Georgia (hereafter "City"), the Board of Elections and Registration of Sumter County, Georgia (hereafter "Board of Elections and Registration"), and Sumter County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereafter collectively referred to as "County").

WITNESSETH:

WHEREAS, the parties to this Agreement are governmental entities under the laws of the State of Georgia and are authorized to enter Intergovernmental Agreements for the provision of services pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and

WHEREAS, the parties are serving the needs of the citizens of Sumter County by providing for the conduct of the City's elections as required and permitted by law; and

WHEREAS, the parties wish to outline their relative rights and obligations in the conduct of the City's elections.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and undertakings contained herein, the parties hereto agree that this Agreement shall govern the conduct of the City's elections as follows:

During the term of this Agreement, the Board of Elections and Registration shall perform the duties of Superintendent of Elections and shall conduct all of the City's elections, including general elections, special elections, and referendums, (hereinafter "City elections") held pursuant to Title 21 of the Official Code of Georgia, Annotated. All voting, including absentee in-person voting, shall be conducted at the polling places or other locations designated by the Board of Elections and Registration.

2.

The City shall be solely responsible for qualifying candidates, calling its elections, and complying with the regulations of the Georgia Government Transparency and Campaign Finance Commission in accordance with state and federal laws, collectively including, but not limited to, publication of any qualifying fees, collection and accounting for qualifying fees, publication of any required notices, the timeliness, content, and proper publication of the Notice of Election and Call of Election, and the filing of financial disclosures and campaign contribution forms. The Board of Elections and Registration shall not have any responsibility with respect to the qualification of candidates, calling of elections, or compliance with the Georgia Government Transparency and Campaign Finance Commission's regulations for the conduct of the City's elections. The City shall be solely responsible for the language submitted for the ballot and for tendering all required notifications and reports to any departments or agencies of the State, with the sole exception of the consolidated returns, which the Board of Elections and Registration shall submit directly to the Secretary of the State of Georgia. The Board of Elections and Registration as Superintendent of Elections shall be responsible for the registration of voters for the City's elections in accordance with Georgia law. The City shall keep and retain a voter

registrar as provided by state law, who will report directly to the Chief Registrar of the Board of Elections and Registration.

3.

For any special elections or referendums, the City shall timely adopt a resolution authorizing the special election or referendum as required by law and shall forward a certified copy of said resolution to the Board of Elections and Registration. Upon receipt of same, the Board of Elections and Registration and the County's Board of Commissioners shall likewise adopt resolutions, if required by law, authorizing the conduct of the special election or referendum in accordance with the terms of this Agreement.

4.

- (a) The City shall pay the County the actual costs incurred by the Board of Elections and Registration in conducting any City elections on behalf of the City pursuant to this Agreement, including, but not limited to, fees for testing voting machines, creating or printing the ballot, poll workers' salaries and expenses, and other reasonably related expenses.
- (b) Upon request by the City before commencement of absentee in-person voting for a City election, the Board of Elections and Registration may provide the City a written, good faith estimate of the costs of conducting said election. Estimates shall not be binding or in any way limit the City's obligation to pay or the County's right to recover the full, actual costs incurred in conducting the City election.
- (c) No more than 90 days after certification of the election results, the Board of Elections and Registration shall submit an invoice to the City itemizing the costs of conducting the City election per this Agreement, including, but not limited to, total costs for each of the following categories of expenditures: poll worker salaries for early voting and election day; taxes, FICA, Medicare, and workers compensation for poll workers; poll worker support fees, meals, cell

phone fees, and mileage; Logic and Accuracy testing services; election day support; postelection day support; absentee ballot set up; test deck preparation; absentee/provisional ballot printing; polling place utilities, when applicable; newspaper announcement fees; miscellaneous expenses; and any other category of expenses reasonably definable by the Board of Elections and Registration. If, despite reasonable diligence, the Board of Elections and Registration is unable to submit the invoice within 90 days as provided herein, the Board of Elections and Registration will notify the City in writing of the projected date for submission of the invoice. The City shall remit full payment to the County within 60 days of receipt of the invoice. If payment is not received by the County within 60 days of the City's receipt of the invoice, the County shall be entitled to interest on all past due sums in the amount of 1.5% per month.

5.

Any notices (with the exclusion of invoices) provided pursuant to this Agreement by any party shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope, to the addresses below. Any party may designate another point of contact or address by serving written notice of same on all other parties.

If to the City:

Attn: Mayor L.E. Godwin, III

101 W. Church Street (Hand Delivery)

P.O. Box 190 (Mail) Plains, Georgia 31780

If to the County:

Attn: Bill Twomey

Chief Administrative Officer

Sumter County Board of Commissioners

500 West Lamar Street, Suite 100 (Hand Delivery)

P.O. Box 295 (Mail) Americus, Georgia 31709

If to the Board of Elections and Registration:

Attn: Robert Brady

Sumter County Board of Elections and Registration

500 W. Lamar Street (Hand Delivery)

Page 4 of 9

P. O. Box 1263 (Mail) Americus, Georgia 31709

6.

Any party may terminate this Agreement upon 60 days' written notice to all parties; provided, however, that neither party shall be authorized to terminate the Agreement by such written notice on a date which is less than 90 days prior to the date of a City election which is to be conducted by the Board of Elections and Registration under this Agreement. Within 90 days of issuance of a notice of termination by any party, the Board of Elections and Registration shall submit an invoice to the City for all unpaid costs incurred for preparing and conducting any election as provided in Section 4 of this Agreement, up to and including the date of receipt of the notice of termination. If, despite reasonable diligence, the Board of Elections and Registration is unable to submit the invoice within 90 days as provided herein, the Board of Elections and Registration will notify the City in writing of the estimated date for submission of the invoice. The City shall remit full payment to the County within 60 days of receipt of the invoice, the County shall be entitled to interest on all past due sums in the amount of 1.5% per month.

7.

The City shall defend, indemnify and hold harmless the Board of Elections and Registration and the County, including, but not limited to their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, and agents from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liabilities of any kind whatsoever, including, but not limited to attorney's fees and costs of defense, which arise out of actions or failures to act that occur during the Board of Elections and Registration's conduct of any election of any nature on behalf of the City, regardless of whether such actions

may be the result of willful, negligent, or tortious conduct by the City or anyone directly or indirectly employed by it, and regardless of whether the act is caused in part by a party indemnified hereunder. This obligation expressly includes, but is not limited to, challenges to the qualifications of any candidate, to any election results, to the number of or manner in which any district is drawn, and any claims under the Voting Rights Act of 1965. This obligation to indemnify does not include liabilities caused by or resulting from the sole negligence or intentional misconduct of the Board of Elections and Registration or the County. The City's obligation to indemnify, defend, and hold harmless the Board of Elections and Registration and the County shall survive expiration or termination of this Agreement, provided that the claims at issue are based upon or arise out of actions that occurred during the term of this Agreement. Nothing in this Agreement shall be construed as a waiver of any party's sovereign and qualified immunities.

8.

No party may assign any of the obligations or benefits of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

9.

This Agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No representations, oral or written, not incorporated herein shall be binding upon the parties hereto. All subsequent changes to this Agreement must be executed and approved by all parties' governing bodies. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties or causes of action to any third party.

Time is of the essence with respect to the performance of all provisions of this Agreement.

11.

This Agreement shall be effective as of the date of execution and approval by all hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and affixed their seals as approved by their governing bodies.

This 18 day of AUGUST, 2017.

BOARD OF ELECTIONS AND REGISTRATION OF SUMTER COUNTY, GEORGÍA

BY:

Michael Tracy, Chairman

ATTEST:

James Gaston, Secretary

[Signatures continued on following pages]

This 17 day of August, 2017.

CITY OF PLAINS, GEORGIA

SEA CONTENT

BY: Wade & Medloch

L.B. Godwin, III, Mayor Pro Tem

Wade P. Medlock

ATTEST:

Donna Windham City Clark

[Signatures continued on following page]

This 12th day of September, 2017.

SUMTER COUNTY, GEORGIA

BY:

Randy Howard, Chairman Board of Commissioners

ATTEST:

Γ: ͺ

Rayetta Volley, 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 <u>EXACTLY the same service names listed on FORM 1</u>. 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:SUMTER	Service: Emergency Management Services
1. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Sumter County
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is anization providing the service.):
	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
⊠No	
f these conditions will continue under this strategy, <u>a</u> coverlapping but higher levels of service (See O.C.G. <i>P</i> overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
f these conditions will be eliminated under the strategwill be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.
	Page 1 of 2

SDS FORM 2, continued	SDS	FORM 2	2. cont	inued
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Local Government or Author	rity Funding I	Method
Sumter County	General Funds, Grants, Splost	
How will the strategy change the	e previous arrangements for providing and/or fund	ing this service within the county?
cumter County has established a	nd operates an Emergency Operations Center.	
×		
List any formal service delivery a this service:	agreements or intergovernmental contracts that w	ill be used to implement the strategy fo
Agreement Name	Contracting Parties	Effective and Ending Dates
g. com citation	Continuoung i urucs	Effective and Linding Dates
- igi verii erre realine	oonadoung ruruco	Encouve and Ending Dates
	osmadeling r drace	Encouve and Enamy Dates
s.	Osmadoling Furdes	Encouve and Linding Dates.
	Ochicuoting Furues	Encouve and Enamy Date.
y		Encouve and Enamy Date.
What other mechanisms (if any)	will be used to implement the strategy for this ser te or fee changes, etc.), and when will they take e	vice (e.g., ordinances, resolutions, loc
What other mechanisms (if any) acts of the General Assembly, rather the Sumter County Emergency In the occurrence of an emergency	will be used to implement the strategy for this ser te or fee changes, etc.), and when will they take elamagement Agency is charged with developing mor reduce the community's vulnerability in ways thency. This service is provided county wide by Sun	vice (e.g., ordinances, resolutions, loc effect? nitigation activities that either prevent at minimize the adverse impact of a
What other mechanisms (if any) acts of the General Assembly, rather the Sumter County Emergency in the occurrence of an emergency isaster situation or other emergency anded from the County's General	will be used to implement the strategy for this ser te or fee changes, etc.), and when will they take elamagement Agency is charged with developing mor reduce the community's vulnerability in ways thency. This service is provided county wide by Sun	vice (e.g., ordinances, resolutions, loc effect? nitigation activities that either prevent at minimize the adverse impact of a
What other mechanisms (if any) acts of the General Assembly, rather Sumter County Emergency in the occurrence of an emergency is aster situation or other emergency and from the County's General Person completing form: Bill Two Phone number: 229-928-4500	will be used to implement the strategy for this ser te or fee changes, etc.), and when will they take end of the changes of the community in t	vice (e.g., ordinances, resolutions, loc effect? nitigation activities that either prevent at minimize the adverse impact of a nter County and will continue to be







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:SUMTER COUNTY	Service: FIRE PROTECTION
1. Check <u>one</u> box that best describes the agreed upo	
 a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut Government, Authority or Organization Here 	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.): Type Name of
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is nization providing the service.):
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.) Other (If this box is checked, <u>attach a legiblidentify</u> the government, authority, or other organiza County; City of Americus	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Sumter
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
⊠No	
f these conditions will continue under this strategy, at overlapping but higher levels of service (See O.C.G.A.	ttach an explanation for continuing the arrangement (i.e., 36-70-24(1)), overriding benefits of the duplication, or reasons that

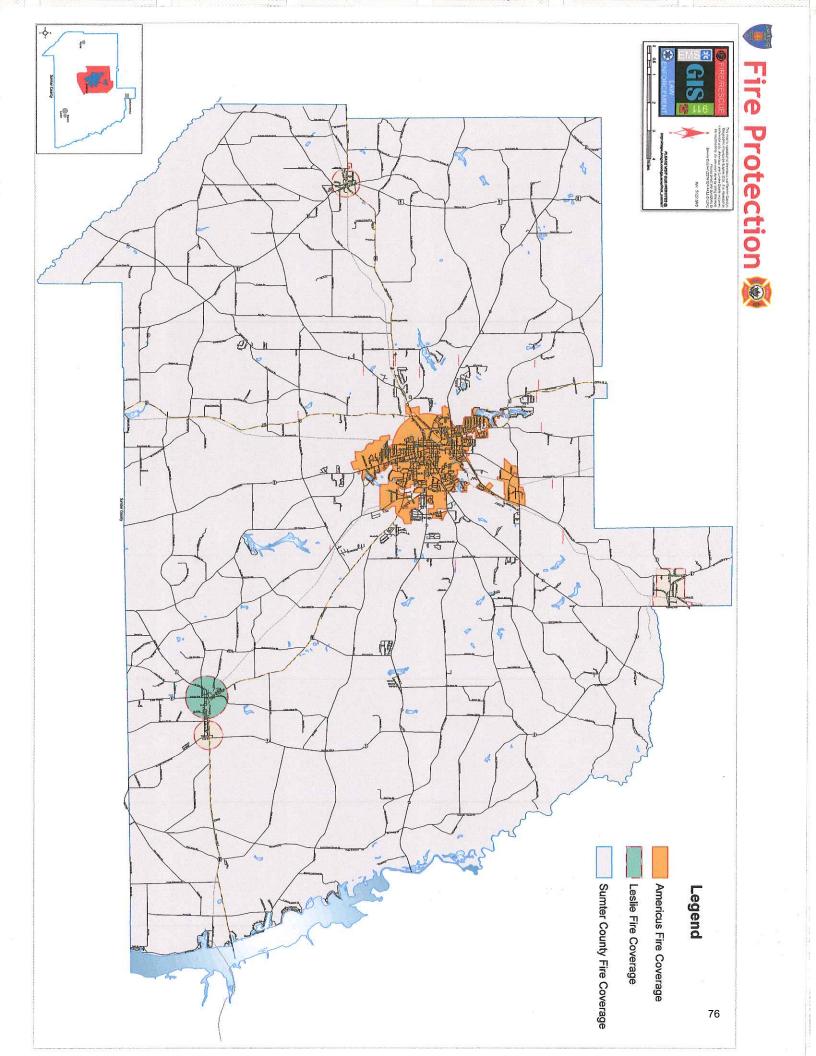
overlapping service areas or competition cannot be eliminated).

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

 List each government or authority enterprise funds, user fees, generates, bonded indebtedness, etc.). 	ral funds, s	nelp to pay for this service and indicate hos special service district revenues, hotel/mot	w the service wil el taxes, franchi	l be funded (e.g., se taxes, impact
Local Government or Authori	ity	Funding Met	had	
Sumter County		Fees	1100	
City of Americus		neral Funds		
Oity of Americas	OCI	iciai i ulius	-	

· · · · · · · · · · · · · · · · · · ·				
4. How will the strategy change the	previous a	arrangements for providing and/or funding	this service with	in the county?
Split Fire and Mutual Aide into two	services;	Updated provider territories and agreeme	nts.	ж ж
5. List any formal service delivery a this service:	greements	or intergovernmental contracts that will be	e used to implen	nent the strategy for
Agreement Name		Contracting Parties	Effective	and Ending Dates
		s	le 6 7	
		9		
		And the second s		
acts of the General Assembly, rate	e or fee ch	d to implement the strategy for this service anges, etc.), and when will they take effective	t?	9
volunteer and Americus previously current and future jurisdictional box	r served so undaries of otection se	rvices throughout the unincorporated area ome unincorporated area) and, pursuant to f Andersonville, DeSoto and Plains (previce ervices throughout the city and the City of	separate contra	acts, throughout the lepartments). The
Sumter County has a total of 493 s square miles which includes the m	square mile unicipalitie	es and the Sumter County Fire and Rescue s of Andersonville, Desoto and Plains.	e provides fire p	rotection to 480.5
The City of Americus Fire and Eme Americus.	ergency Se	ervices provides fire protection to 10.7 squ	are miles of the	corporate limits of
7. Person completing form: Bill Two Phone number: 229-928-4500		ef Administrative Officer mpleted: March 13, 2018		
Is this the person who should be oprojects are consistent with the se	contacted l ervice deliv	by state agencies when evaluating whethe ery strategy? ⊠Yes ⊡No	er proposed loca	l government
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:SUMTER	Service: FIRE PROTECTION - MUTUAL AIDE
Check <u>one</u> box that best describes the agreed upon a.) Service will be provided countywide (i.e., income (If this box is checked, identify the government, automotion).	cluding all cities and unincorporated areas) by a single service provider.
b.) Service will be provided only in the unincorpolecked, identify the government, authority or organized	porated portion of the county by a single service provider. (If this box is anization providing the service.):
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the
identify the government, authority, or other organiz	ole map delineating the service area of each service provider, and cation that will provide service within each service area.): Sumter County Schley County, Webster County, Macon State Prison Fire
identified?	ice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum ☑ No	nentation as described, below)
If these conditions will continue under this strategy, a	Attach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that 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.).

Local Government or Authority	Funding Method
Sumter County	Fire Fees; Splost; Ins. Prem. Tax, Grants
City of Americus	Property Tax, Splost, General Fund, Grants
City of Andersonville	Fire Fees, Splost, General Fund, Grants
City of DeSoto	Fire Fees, Splost, General Fund, Grants
City of Leslie	Property Tax, Splost, General Fund, Grants
City of Plains	Fire Fees, Splost, General Fund, Grants

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

New Mutual Aide Agreements

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Automatic Mutual Aid	Sumter County; City of Americus	10/1/2017 - 9/30/2022
Automatic/Mutual Aid	Sumter County; Crisp County	08/15/2017 - Term upon 60
Automatic/Mutual Aid	Sumter County; Dooly County	9/21/2012 - term upon 60
Automatic/Mutual Aid	Sumter County; Schley County	07/16/2012 - term upon 60
	Sumter County; Webster County	07/16/2012 - term upon 60
Automatic/Mutual Aid	Sumter County; Webster Goding Sumter County; Macon State Prison Fire Department	10/16/2012 - term upon 60
Automatic/Mutual Aid	Suffice County, Macon State 1 130111 lie Department	<u> </u>

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

The Sumter County Fire and Rescue has an automatic aid agreement with the City of Leslie as well as the entities listed in No. 5 above.

The Sumter County Fire and Rescue has a mutual aid agreement for fire and rescue services with the Lee County Fire and Rescue.

 Person completing form: Bill Twomey, Chief Administrative Officer Phone number: 229-928-4500 Date completed: March 13, 2018

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:

SUMTER COUNTY: LEE COUNTY 6/16/2015 -RECIPROCAL FIRE SUPPRESSION SERVICES RENEWS ANNUALLY FIRE SUPPRESSION/FIRST RESPONDER SERVICES SUMTER COUNTY; CITY OF DESOTO 7/01/2010 - 3 YRS. **AUTO 1 YR RENEWALS** SUMTER CO; CITY OF ANDERSONSVILLE 7/26/2010 - 3 FIRE SUPPRESSION SERVICES YRS **AUTO 1 YR** RENEWALS SUMTER COUNTY: CITY OF PLAINS 7/26/2010 - 3 YRS. FIRE SUPPRESSION SERVICES **AUTO 1 YR RENEWALS** 8/11/2015 -SUMTER COUNTY; CITY OF LESLIE FIRE SUPPRESSION SERVICES 12/15/2015 THEN **AUTO 1 YR** RENEWALS

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AMERICUS AND THE SUMTER COUNTY BOARD OF COMMISSIONERS WITH RESPECT TO THE AUTOMATIC MUTUAL PROVISION OF FIRE SERVICES

This Intergovernmental Agreement ("Agreement") is dated effective the <u>\$17\$</u> day of <u>September</u>, 2017, by and between the **City of Americus** ("City") and the **Board of Commissioners of Sumter County** ("County").

WITNESSETH:

WHEREAS, the City, acting through the Americus Fire and Emergency Services Department ("City FD"), presently provides and operates fire suppression and emergency first responder services within the incorporated areas of the City of Americus; and

WHEREAS, the County, acting through the Sumter County Fire and Rescue Department ("County FD"), presently provides and operates fire suppression and emergency first responder services within the unincorporated areas of Sumter County; and

WHEREAS, the City and the County are authorized pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 to contract with each other for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, as long as such

Page 1 of 10

activities, services, or facilities which are the subject matter of such contract are services which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, both the City and the County are authorized pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution of 1983 to provide fire protection and public health services; and

WHEREAS, the City is further authorized pursuant to Article IX, Section II, Paragraph III(b) of the Georgia Constitution of 1983 to exercise its supplementary powers outside the boundaries of its respective jurisdiction by contract with the County within which such services are to be provided; and

WHEREAS, Sumter County is further authorized pursuant to Article IX, Section II, Paragraph III(b) of the Georgia Constitution of 1983 to exercise its supplementary powers outside the boundaries of its respective jurisdiction by contract within a municipality within which such services are to be provided; and

WHEREAS, the City and the County deem it appropriate to provide automatic mutual aid to each other in connection with fire suppression within each other's jurisdictions in accord with the terms of this Agreement; and

WHEREAS, the City and the County deem it in the best interest of their respective citizens to enter into this Intergovernmental Agreement for the purposes herein set out.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. (A) For purposes of this Agreement, the corporate limits of the City of Americus shall be deemed to be Response Area No. 1. Such geographical area is more particularly shown and bounded by the blue line on Exhibit "A" hereto, which Exhibit "A" is incorporated into and made a part of this Agreement by specific reference thereto.
- (B) For purposes of this Agreement, the area outside of Response Area No. 1 and within that portion of Sumter County bounded by the solid red line shown on Exhibit "A" shall be deemed Response Area No. 2. Response Area No. 2 shall include all real property and structures thereon on both sides of the roads, streets, or highways that form the external boundary of Response Area No. 2 as depicted by the solid red line on Exhibit "A."
- 2. (A) All calls for fire suppression services with respect to structure fires and fire alarms within Response Area No. 1 shall result in an automatic simultaneous response from both the City FD and the County FD as outlined in this Agreement.
- (B) All calls for fire suppression services with respect to structure fires and fire alarms within Response Area No. 2 shall result in an automatic simultaneous response from both the City FD and the County FD as outlined in this Agreement.
- (C) The City FD and the County FD shall notify their respective E911 service, which at this time is the Middle Flint Regional E-911 Authority for both parties, and direct that the E911 service simultaneously notify both the City FD and the County FD of all incoming fire suppression service requests with respect to structure fires and fire alarms where such fire suppression service requests are located within either Response Area No. 1 or Response Area No. 2.

- (D) Both the City FD and the County FD shall automatically respond with a staffed engine company to all reported or confirmed structure fires and all fire alarms at locations within either Response Area No. 1 or Response Area No. 2.
- (E) The City FD and the County FD shall jointly establish a response plan regarding deployment of personnel and equipment in responding to emergency fire suppression incidents under this Agreement. Any additional required personnel or equipment shall be determined on an incident by incident basis in the Incident Commander's sole discretion, and if reasonably available, shall be provided by the department to whom the Incident Commander's request is made.
- (F) In the event that the City FD is the first to arrive at an incident location in Response Area No. 2, upon the arrival of the County FD at the incident scene, the City FD will relinquish command of the incident through a face-to-face transfer of command to the ranking member of the County FD on the scene.
- (G) In the event that the County FD is the first to arrive at an incident location in Response Area No. 1, upon the arrival of the City FD at the incident scene, the County FD will relinquish command of the incident through a face-to-face transfer of command to the ranking member of the City FD on the scene.
- (H) In the event that the City FD is the first to arrive at an incident location in Response Area No. 1 and determines that it is able to handle the incident utilizing its own personnel, equipment, and available resources, then the City FD shall immediately notify the County FD so as to cancel the response of the County FD to the incident.
- (I) In the event that the County FD is the first to arrive at an incident location in Response Area No. 2 and determines that it is able to handle the incident Page 4 of 10

utilizing its own personnel, equipment, and available resources, then the County FD shall immediately notify the City FD so as to cancel the response of the City FD to the incident.

- 3. (A) The first arriving fire department on any emergency incident responded to hereunder will establish an incident command management structure consistent with that fire department's standard operating procedures. All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors. Upon the relinquishment of command to the other department under Paragraph 2(F) or 2(G) hereof, the incident command shall shift to the Incident Commander of the other department.
- (B) The Incident Commander shall be in command of all units reporting to the incident in accordance with the National Incident Management System (NIMS). All personnel and equipment of a responding agency shall be under the immediate command of the highest ranking officer attached to the Incident Commander's agency. All directions for use of such personnel and equipment shall be made by the Incident Commander or his or her designee.
- (C) The Incident Commander shall receive some form of an accountability tag from each firefighter from the other agency once those personnel arrive on the incident scene. This identification can be in the form of an ID card, their accountability system identification tags, and if those items are not in place or available, then the receiving Incident Commander will secure a driver's license. This is to insure the accountability of all emergency responders that respond to the incident.
- 4. Upon dispatch of both fire departments, all responding units to emergency incidents within either response area will switch their radio traffic to the Page 5 of 10

frequency assigned by the Incident Commander. Both fire departments will follow the then current E911 Center fire dispatch protocols in that jurisdiction.

- Each party shall, and does hereby, waive all claims against the 5. (A) other party for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or costs arising from loss of or damage to its equipment and other personal property and the death of, or injury to, its personnel occurring as a consequence of the performance of this Agreement, whether or not the death, injury, or damage occurs at an incident within either response area. To the extent allowed by law, each party shall indemnify, defend, and hold harmless the other party for damages, claims, demands, suits, judgments, costs, and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether or not caused by either department responding within the parameters of this Agreement; provided, however, that nothing contained in this Agreement shall waive the sovereign immunity of a party granted to it by law or the qualified or official immunity of a party's employees, officers, or elected officials.
- (B) With respect to command at the emergency incident as provided for in this Agreement, each party shall, and does hereby, waive all claims against the other party for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of any negligent acts, failures to act, conduct, instructions, or commands given by the individual departmental officer who assumes command as the Incident Commander at any emergency incident. This provision shall not apply to any acts, failures to act, conduct, instructions, or commands given by such

an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton, or reckless.

- 6. This Agreement is for fire suppression services only and does not anticipate any rescue, first responder, or other types of services by either party. Each governing body may request such rescue, first responder, or other types of services from the other on a case-by-case basis.
- 7. Neither the City FD nor the County FD shall be responsible for any replacement, repair, or maintenance of any equipment or property used by the other as a result of the department providing fire suppression services pursuant to this Agreement.
- 8. Each party shall independently purchase and maintain, at its sole cost and expense, such liability insurance coverage insuring each respective party and its agents and employees with respect to any and all liability arising out of or occurring as a result of the provision of the fire suppression services hereunder. Such liability insurance coverages shall be in such amounts as may be deemed appropriate by each party hereto. Such insurance shall also cover property damage to each party's respective property and equipment in such amounts as each party deems appropriate with respect to its own property and equipment. Such insurance coverage shall be applicable and in effect during any time that services are being provided to the other party in the other party's jurisdiction hereunder.
- This Agreement shall not be subject to assignment by either party hereto
 without the express written consent of the non-assigning party to such assignment.

- 10. Nothing in this Agreement shall be construed to prohibit the parties from entering into similar mutual or automatic aid agreements with other jurisdictions during the term hereof.
- 11. (A) This Agreement shall be for an initial term of five (5) years commencing as of the 1st day of October, 2017, and terminating as of the 30th day of September, 2022; provided, however, that unless either gives written notice to the other party of its intent to terminate this Agreement not less than sixty (60) calendar days prior to the termination date, the Agreement shall be automatically renewed for an additional five (5) year term.
- (B) Notwithstanding any other provision of this Agreement, either party shall be authorized to terminate this Agreement during the initial term or during any renewal term thereof by providing sixty (60) calendar days' written notice to the other party of such termination. Upon the sixtieth (60th) day, this Agreement shall be deemed terminated as if such sixtieth (60th) day had been the original termination date provided herein.
- 12. All notices required or permitted to be given with respect to this Agreement shall be in writing. Each notice to the City shall be delivered by personal service or sent by registered or certified mail, postage prepaid, and return receipt requested, to:

Mr. Steve Kennedy, City Manager City of Americus 101 West Lamar Street Americus, Georgia 31709

City of Americus Fire Department

Each notice to the County shall be delivered by personal service or sent by registered or certified mail, postage prepaid, and return receipt requested, to:

Chief Administrative Officer
Sumter County Board of Commissioners
500 West Lamar Street
Americus, Georgia 31709

Sumter County Fire and Rescue Department
Attn: Fire Chief
210 Rucker Street
Americus, Georgia 31719

Notices shall be sent to such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall have been deposited in the United States Mail, postage prepaid, in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

- 13. This Agreement shall be construed in accord with the laws of the State of Georgia.
- 14. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals effective as of the date first above written.

City of Americus

By:

Barry Blount, Mayor

Attest:

City Clerk

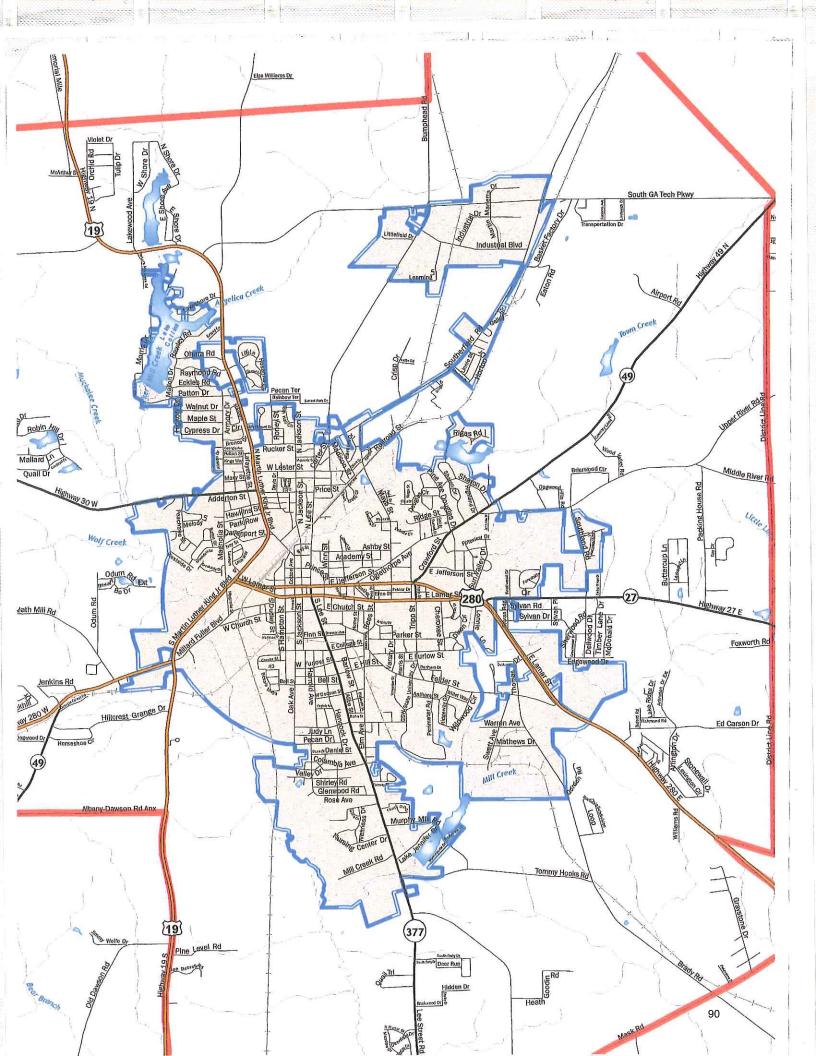
Board of Commissioners of Sumter County

Ву:

Randy Howard, C

Attest:

County Clerk



FIRE DEPARTMENT AUTOMATIC/MUTUAL AID AGREEMENT

			9	1 (1)	
TMs AUTOMATIC/MUTUA	L AID AGREEMENT ("Ag	reement") is entere	ed into this	da da	y of
TAS AUTOMATIC/MUTUA	by and between the Sumt	er County Board o	of Commiss	ioners, by	and
hrough the Sumter County F	re Department and the Crisp	County Fire Depart	ment.		

DUAL RESPONSE AREA

1. **Dual Response Area - Geographic Limits**. Crisp and Sumter County will respond to Automatic Aid Area 6, as described on the attached Sumter County Fire & Crisp County Fire Automatic Aid Response Area map.

If there is a need to request aid outside of the boundaries of the attachments, this will be a mutual aid request from the Incident Commander of each County.

- 2. Situations Where Aid is Provided. All calls for fire suppression services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Sumter County and Crisp County Fire Departments. To accomplish this, each department will instruct its respective E-911 service to notify the other E-911 Service of the fire suppression emergency so that the Emergency Incident shall be simultaneously dispatched to both the Crisp County and Sumter County Fire Departments. This Automatic/Mutual Aid Agreement shall be in effect 24 hours a day, seven days a week.
- 3. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response section of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents within the described automatic aid Agreement.

AUTOMATIC AID ENGINE COMPANY RESPONSE TO CRISP AND SUMTER

Both county fire departments will respond with a staffed engine company to all reported or confirmed structure fires at locations within the fire response area. The dispatch of the engine companies will be made with the initial dispatch to the respective fire department's E-911 Service, which shall in turn contact the other fire department's E-911 communications center.

PERSONNEL AND EQUIPMENT

Personnel and Equipment Provided. The Sumter County Fire Chief and the Crisp County Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. Any other required personnel and/or equipment will be determined by the Incident Commander (as defined below) in his or her sole discretion. In the event that either fire department arrives first at the incident and determines that they can handle the incident

All

entirely with their own available resources, then the first responding fire department shall immediately cancel the response of the second fire department.

INICIDENT COMMAND

Command at an Emergency Incident.

- 1. The first arriving unit on any emergency incident will establish an incident command management structure that is consistent with that fire department's standard operating procedures. All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors.
- 2. The Incident Commander of the department requesting mutual aid (requesting agency) shall be in command of all units reporting to the incident in accordance with the National Incident Management System (NIMS). All personnel and equipment of a responding agency shall be under the immediate command of the highest ranking officer attached to the responding agency. All directions for use of such personnel and equipment shall be made by the Incident Commander or his/her Designee.
- 3. The Incident Commander of the receiving agency shall receive some form of an accountability tag from each firefighter from the responding agency once those personnel arrive on the incident scene. This identification can be in the form of an ID card, their accountability system identification tags, and if those items are not in place or available then the receiving Incident Commander will secure a drivers license. This is to ensure the accountability of all emergency responders that respond to the requesting agency's emergency incident.

RADIO COMMUNICATIONS

Radio Communications. Upon dispatch of both fire departments, all responding units to Emergency Incidents within the described boundary will switch their radio traffic to the frequency approved by the Incident Commander. Both Fire Departments will follow the current E-911 Center Fire Dispatch Protocols in that jurisdiction.

LIABILITY/INDEMNIFICATION

Liability/Indemnification. Each party shall waive all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to

private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

With respect to "Command at the Emergency Incident" as provided for in the Incident Command section, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at anytime to have been grossly negligent, willful, wanton or reckless.

TERMINATION

Termination of Agreement. Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

Prior Agreements. This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

Agreed to on the date as set forth herein above:

Sumter County Fire Department

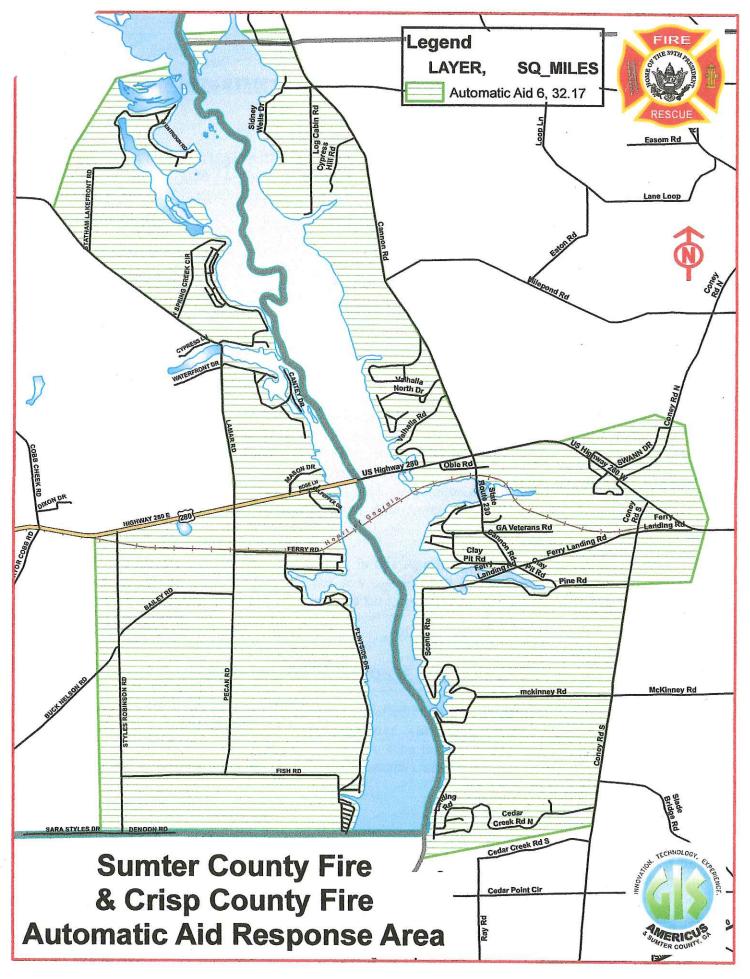
J. Ekaitis – Fire Chief

Crisp County Fire Department

R. Lunsford - Fire Chief

Sumter County Correctional Institute

J. Colson - Warden



FIRE DEPARTMENT AUTOMATIC/MUTUAL AID AGREEMENT

This AUTOMATIC/MUTUAL AID AGREEMENT ("Agreement") is entered into this Z	2/57	day of
by and between the Sumter County Board of Commission	oners, h	by and
by and between the Sumter County Board of Commission through the Sumter County Fire Department and the Dooly County Fire Department.		

DUAL RESPONSE AREA

1. **Dual Response Area - Geographic Limits**. Dooly County will respond to Automatic Aid Area 8. Sumter County will respond to Automatic Aid Area 9. (See attached mapping of Automatic Aid Areas 8 & 9.)

If there is a need to request aid outside of the boundaries of the attachments, this will be a mutual aid request from the Incident Commander of each County.

- 2. Situations Where Aid is Provided. All calls for fire suppression services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Sumter County and Dooly County Fire Departments. To accomplish this, each department will instruct its respective E-911 service to notify the other E-911 Service of the fire suppression emergency so that the Emergency Incident shall be simultaneously dispatched to both the Dooly County and Sumter County Fire Departments. This Automatic/Mutual Aid Agreement shall be in effect 24 hours a day, seven days a week.
- 3. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response section of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents within the described automatic aid Agreement.

AUTOMATIC AID ENGINE COMPANY RESPONSE TO DOOLY AND SUMTER

Both county fire departments will respond with a staffed engine company to all reported or confirmed structure fires at locations within the fire response area. The dispatch of the engine companies will be made with the initial dispatch to the respective fire department's E-911 Service, which shall in turn contact the other fire department's E-911 communications center.

PERSONNEL AND EQUIPMENT

Personnel and Equipment Provided. The Sumter County Fire Chief and the Dooly County Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. Any other required personnel and/or equipment will be determined by the Incident Commander (as defined below) in his or her sole discretion. In the event that

either fire department arrives first at the incident and determines that they can handle the incident entirely with their own available resources, then the first responding fire department shall immediately cancel the response of the second fire department.

INICIDENT COMMAND

Command at an Emergency Incident.

- 1. The first arriving unit on any emergency incident will establish an incident command management structure that is consistent with that fire department's standard operating procedures. All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors.
- 2. The Incident Commander of the department requesting mutual aid (requesting agency) shall be in command of all units reporting to the incident in accordance with the National Incident Management System (NIMS). All personnel and equipment of a responding agency shall be under the immediate command of the highest ranking officer attached to the responding agency. All directions for use of such personnel and equipment shall be made by the Incident Commander or his/her Designee.
- 3. The Incident Commander of the receiving agency shall receive some form of an accountability tag from each firefighter from the responding agency once those personnel arrive on the incident scene. This identification can be in the form of an ID card, their accountability system identification tags, and if those items are not in place or available then the receiving Incident Commander will secure a drivers license. This is to ensure the accountability of all emergency responders that respond to the requesting agency's emergency incident.

RADIO COMMUNICATIONS

Radio Communications. Upon dispatch of both fire departments, all responding units to Emergency Incidents within the described boundary will switch their radio traffic to the frequency approved by the Incident Commander. Both Fire Departments will follow the current E-911 Center Fire Dispatch Protocols in that jurisdiction.

LIABILITY/INDEMNIFICATION

Liability/Indemnification. Each party shall waive all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments,

costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

With respect to "Command at the Emergency Incident" as provided for in the Incident Command section, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at anytime to have been grossly negligent, willful, wanton or reckless.

TERMINATION

Termination of Agreement. Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

Prior Agreements. This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

Agreed to on the date as set forth herein above:

Sumter County Fire Department

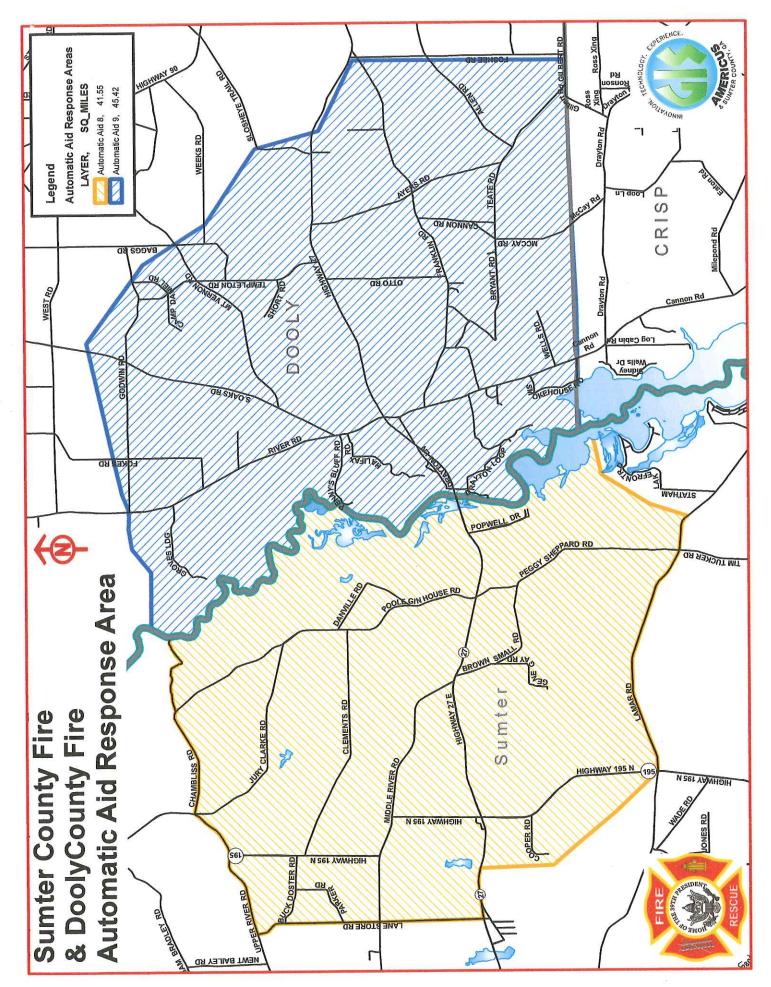
J Akaitis – Fire Chief

Dooly County Fire Department

K. Calhoyn – Fire Coordinator

Sumter County Correctional Institute

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FIRE DEPARTMENT AUTOMATIC/MUTUAL AID AGREEMENT

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This AUTOMATIC/MUTUAL AID AGREEMENT ("Agreement") is entered into this _	1 V	day of
, 20 (by and between the Sumter County Board of Commission	oners,	by and
through the Sumter County Fire Department and the Schley County Fire Department.		

DUAL RESPONSE AREA

1. **Dual Response Area - Geographic Limits**. Schley County will respond to Automatic Aid Area 1. Sumter County will respond to Automatic Aid Area 3. (See attached mapping of Automatic Aid Area 1 and 3.)

If there is a need to request aid outside of the boundaries of the attachments, this will be a mutual aid request from the Incident Commander of each County.

- 2. Situations Where Aid is Provided. All calls for fire suppression services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Sumter County and Schley County Fire Departments. To accomplish this, each department will instruct its respective E-911 service to notify the other E-911 Service of the fire suppression emergency so that the Emergency Incident shall be simultaneously dispatched to both the Schley County and Sumter County Fire Departments. This Automatic/Mutual Aid Agreement shall be in effect 24 hours a day, seven days a week.
- 3. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response section of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents within the described automatic aid Agreement.

AUTOMATIC AID ENGINE COMPANY RESPONSE TO SCHLEY AND SUMTER

Both county fire departments will respond with a staffed engine company to all reported or confirmed structure fires at locations within the fire response area. The dispatch of the engine companies will be made with the initial dispatch to the respective fire department's E-911 Service, which shall in turn contact the other fire department's E-911 communications center.

PERSONNEL AND EQUIPMENT

Personnel and Equipment Provided. The Sumter County Fire Chief and the Schley County Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. Any other required personnel and/or equipment will be determined by the Incident Commander (as defined below) in his or her sole discretion. In the event that

either fire department arrives first at the incident and determines that they can handle the incident entirely with their own available resources, then the first responding fire department shall immediately cancel the response of the second fire department.

INICIDENT COMMAND

Command at an Emergency Incident.

- 1. The first arriving unit on any emergency incident will establish an incident command management structure that is consistent with that fire department's standard operating procedures. All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors.
- 2. The Incident Commander of the department requesting mutual aid (requesting agency) shall be in command of all units reporting to the incident in accordance with the National Incident Management System (NIMS). All personnel and equipment of a responding agency shall be under the immediate command of the highest ranking officer attached to the responding agency. All directions for use of such personnel and equipment shall be made by the Incident Commander or his/her Designee.
- 3. The Incident Commander of the receiving agency shall receive some form of an accountability tag from each firefighter from the responding agency once those personnel arrive on the incident scene. This identification can be in the form of an ID card, their accountability system identification tags, and if those items are not in place or available then the receiving Incident Commander will secure a drivers license. This is to ensure the accountability of all emergency responders that respond to the requesting agency's emergency incident.

RADIO COMMUNICATIONS

Radio Communications. Upon dispatch of both fire departments, all responding units to Emergency Incidents within the described boundary will switch their radio traffic to the frequency approved by the Incident Commander. Both Fire Departments will follow the current E-911 Center Fire Dispatch Protocols in that jurisdiction.

LIABILITY/INDEMNIFICATION

Liability/Indemnification. Each party shall waive all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments,

costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

With respect to "Command at the Emergency Incident" as provided for in the Incident Command section, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at anytime to have been grossly negligent, willful, wanton or reckless.

TERMINATION

Termination of Agreement. Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

Prior Agreements. This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

Agreed to on the date as set forth herein above:

Sumter County Fire Department

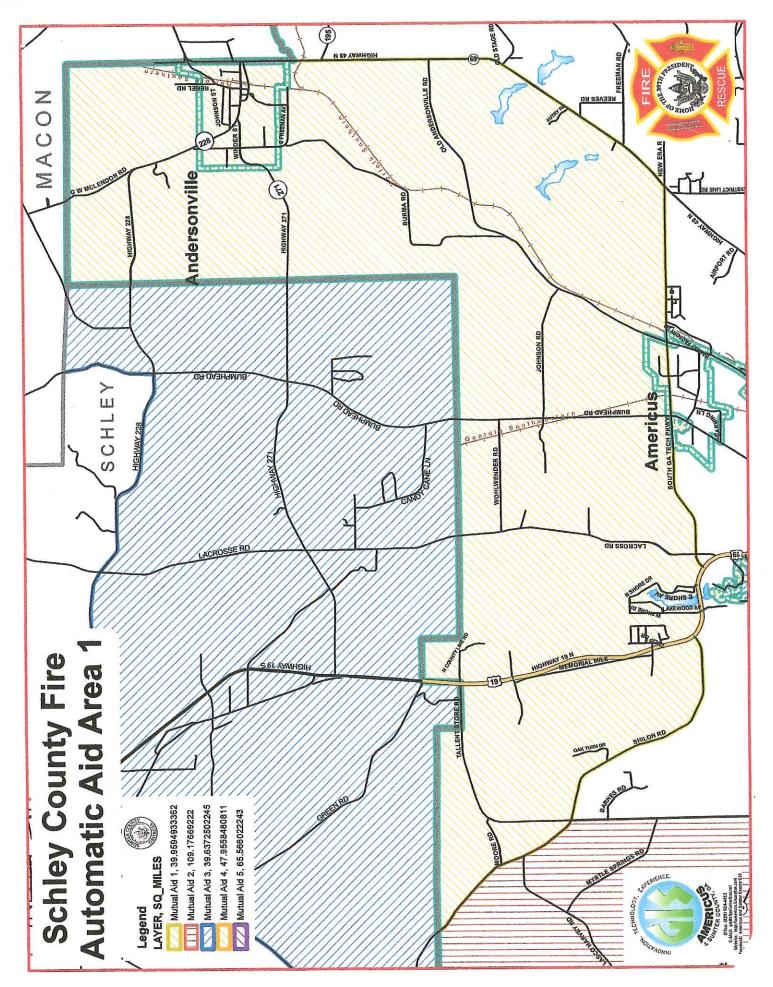
J. Ekaitis – Fire Chief

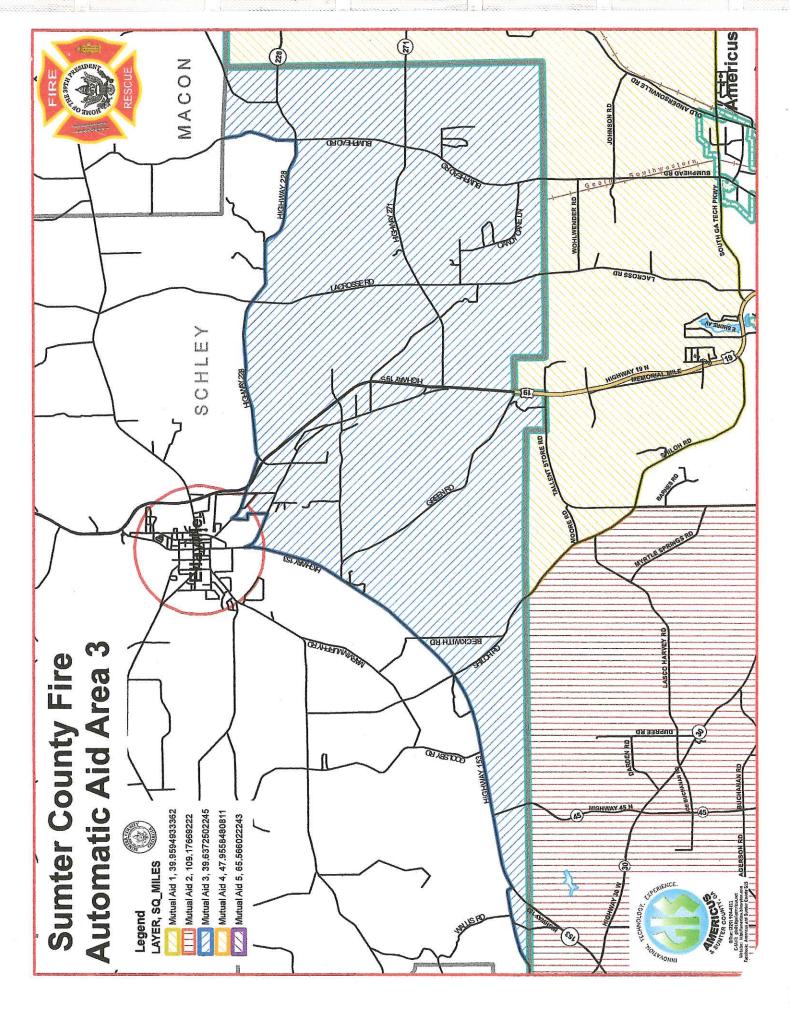
Schley Gounty Fire Department

D. Montgomery - Fire Chief

Sumter County Correctional Institute

. Coison - Warder





FIRE DEPARTMENT AUTOMATIC/MUTUAL AID AGREEMENT

This AUTOMATIC/MUTUAL AID AGREEMENT ("Agreement") is entered into this day of July, 20 12 by and between the Sumter County Board of Commissioner, by and through the Sumter County Fire Department and Webster County Fire Department.

DUAL RESPONSE AREA

1. **Dual Response Area - Geographic Limits**. Webster County will respond to Automatic Aid Area 2. Sumter County will respond to Automatic Aid Area 5. (See attached mapping of Automatic Aid Area 2 and 5.)

If there is a need to request aid outside the boundaries of the attachments, this will be a mutual aid request from the Incident Commander of each County.

- 2. Situations Where Aid is Provided. All calls for fire suppression services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Sumter County and Webster County Fire Departments. To accomplish this, each department will instruct its respective E-911 service to notify the other E-911 Service of the fire suppression emergency so that the Emergency Incident shall be simultaneously dispatched to both the Webster County and Sumter County Fire Departments. This Automatic/Mutual Aid Agreement shall be in effect 24 hours a day, seven days a week.
- 3. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response section of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents within the described automatic aid Agreement.

AUTOMATIC AID ENGINE COMPANY RESPONSE TO WEBSTER AND SUMTER

Both county fire departments will respond with a staffed engine company to all reported or confirmed structure fires at locations within the fire response area. The dispatch of the engine companies will be made with the initial dispatch to the respective fire department's E-911 Service, which shall in turn contact the other fire department's E-911 communications center.

PERSONNEL AND EQUIPMENT

Personnel and Equipment Provided. The Sumter County Fire Chief and the Webster County Fire Chief shall establish a response plan regarding the deployment of personnel

and equipment in responding to Emergency Incidents under this Agreement. Any other required personnel and/or equipment will be determined by the Incident Commander (as defined below) in his or her sole discretion. In the event that either fire department arrives first at the incident and determines that they can handle the incident entirely with their own available resources, then the first responding fire department shall immediately cancel the response of the second fire department.

INICIDENT COMMAND

Command at an Emergency Incident.

- The first arriving unit on any emergency incident will establish an incident command management structure that is consistent with that fire department's standard operating procedures. All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors.
- 2. The Incident Commander of the department requesting mutual aid (requesting agency) shall be in command of all units reporting to the incident in accordance with the National Incident Management System (NIMS). All personnel and equipment of a responding agency shall be under the immediate command of the highest ranking officer attached to the responding agency. All directions for use of such personnel and equipment shall be made by the Incident Commander or his/her Designee.
- 3. The Incident Commander of the receiving agency shall receive some form of an accountability tag from each firefighter from the responding agency once those personnel arrive on the incident scene. This identification can be in the form of an ID card, their accountability system identification tags, and if those items are not in place or available then the receiving Incident Commander will secure a drivers license. This is to ensure the accountability of all emergency responders that respond to the requesting agency's emergency incident.

RADIO COMMUNICATIONS

Radio Communications. Upon dispatch of both fire departments, all responding units to Emergency Incidents within the described boundary will switch their radio traffic to the frequency assigned by the Incident Commander. Both Fire Departments will follow the current E-911 Center Fire Dispatch Protocols in that jurisdiction.

LIABILITY/INDEMNIFICATION

Liability/Indemnification. Each party shall waive all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability

and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

With respect to "Command at the Emergency Incident" as provided for in the Incident Command section, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at anytime to have been grossly negligent, willful, wanton or reckless.

TERMINATION

Termination of Agreement. Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

Prior Agreements. This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

Agreed to on the date as set forth herein above:

Sumter County Fire Department

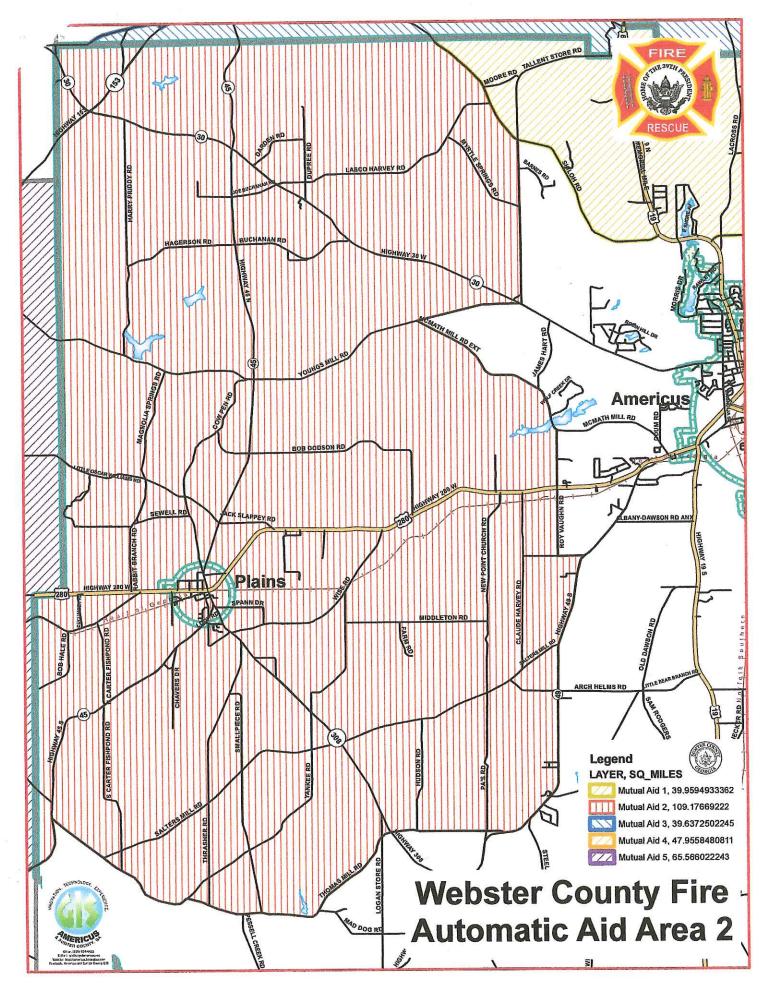
Ekaitis - Fire Chief

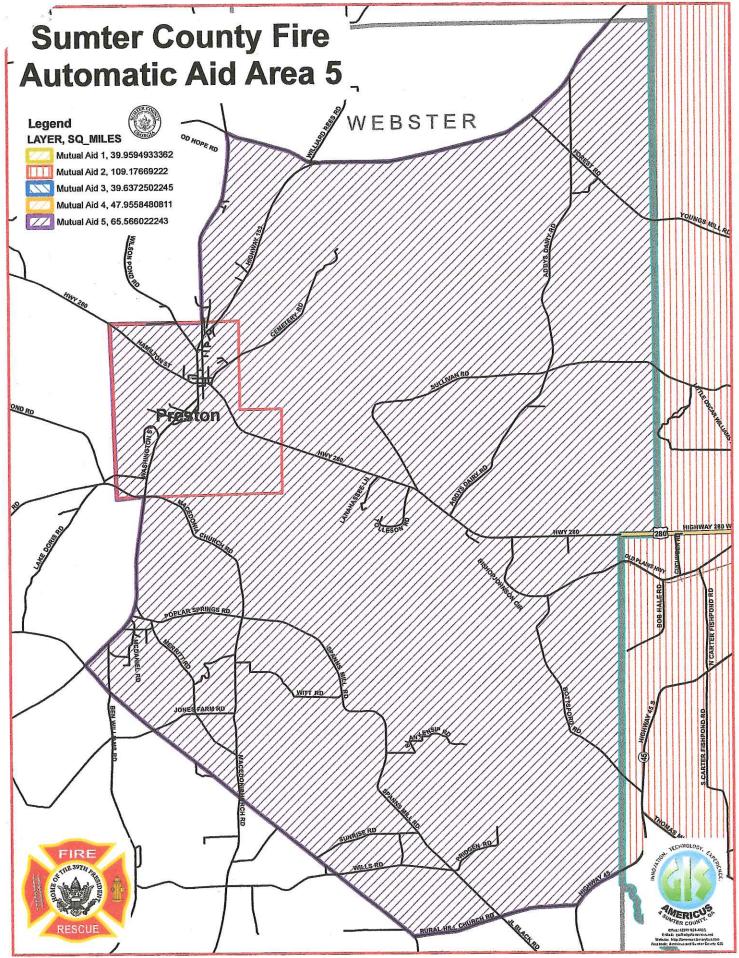
Webster County Fire Department

D. Holbrook - Fire Chief

Sumter County Correctional Institute:

Coison - Warde





FIRE DEPARTMENT AUTOMATIC/MUTUAL AID AGREEMENT

This AUTOMATIC/MUTUAL AID AGREEMENT ("Agreement") is entered into this day of October, 20/L by and between the Sumter County Board of Commissioner, by and through the Sumter County Fire Department and Macon State Prison Fire Station #16.

DUAL RESPONSE AREA

1. **Dual Response Area - Geographic Limits**. Macon State Prison Fire Station #16 will respond to Automatic Aid Area 10. Sumter County will respond to Automatic Aid Area 11. (See attached mapping of Automatic Aid Area 10 & 11.)

If there is a need to request aid outside the boundaries of the attachments, this will be a mutual aid request from the Incident Commander of each County.

- 2. Situations Where Aid is Provided. All calls for fire suppression services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Sumter County and Macon State Prison Fire Departments. To accomplish this, each department will instruct its respective E-911 service to notify the other E-911 Service of the fire suppression emergency so that the Emergency Incident shall be simultaneously dispatched to both the Macon State Prison Fire Station #16 and Sumter County Fire Departments. This Automatic/Mutual Aid Agreement shall be in effect 24 hours a day, seven days a week.
- 3. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response section of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents within the described automatic aid Agreement.

AUTOMATIC AID ENGINE COMPANY RESPONSE TO MACON AND SUMTER

Both county fire departments will respond with a staffed engine company to all reported or confirmed structure fires at locations within the fire response area. The dispatch of the engine companies will be made with the initial dispatch to the respective fire department's E-911 Service, which shall in turn contact the other fire department's E-911 communications center.

PERSONNEL AND EQUIPMENT

Personnel and Equipment Provided. The Sumter County Fire Chief and the Macon State Prison Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement.

Any other required personnel and/or equipment will be determined by the Incident Commander (as defined below) in his or her sole discretion. In the event that either fire department arrives first at the incident and determines that they can handle the incident entirely with their own available resources, then the first responding fire department shall immediately cancel the response of the second fire department.

INICIDENT COMMAND

Command at an Emergency Incident.

- The first arriving unit on any emergency incident will establish an incident command management structure that is consistent with that fire department's standard operating procedures. All responding personnel will operate accordingly under the command structure established and will work at all times in assigned sectors.
- The Incident Commander of the department requesting mutual aid (requesting 2. agency) shall be in command of all units reporting to the incident in accordance with the National Incident Management System (NIMS). All personnel and equipment of a responding agency shall be under the immediate command of the highest ranking officer attached to the responding agency. All directions for use of such personnel and equipment shall be made by the Incident Commander or his/her Designee.
- The Incident Commander of the receiving agency shall receive some form of an 3. accountability tag from each firefighter from the responding agency once those personnel arrive on the incident scene. This identification can be in the form of an ID card, their accountability system identification tags, and if those items are not in place or available then the receiving Incident Commander will secure a drivers license. This is to ensure the accountability of all emergency responders that respond to the requesting agency's emergency incident.

RADIO COMMUNICATIONS

Radio Communications. Upon dispatch of both fire departments, all responding units to Emergency Incidents within the described boundary will switch their radio traffic to the frequency assigned by the Incident Commander. Both Fire Departments will follow the current E-911 Center Fire Dispatch Protocols in that jurisdiction.

LIABILITY/INDEMNIFICATION

Liability/Indemnification. Each party shall waive all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

With respect to "Command at the Emergency Incident" as provided for in the Incident Command section, each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at anytime to have been grossly negligent, willful, wanton or reckless.

TERMINATION

Termination of Agreement. Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

PRIOR AGREEMENTS

Prior Agreements. This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

Agreed to on the date as set forth herein above:

Sumter County Fire Department

J. Ekaitis - Fire Chief

Macon State Prison Fire Sta #16

C. Price - Fire Chief

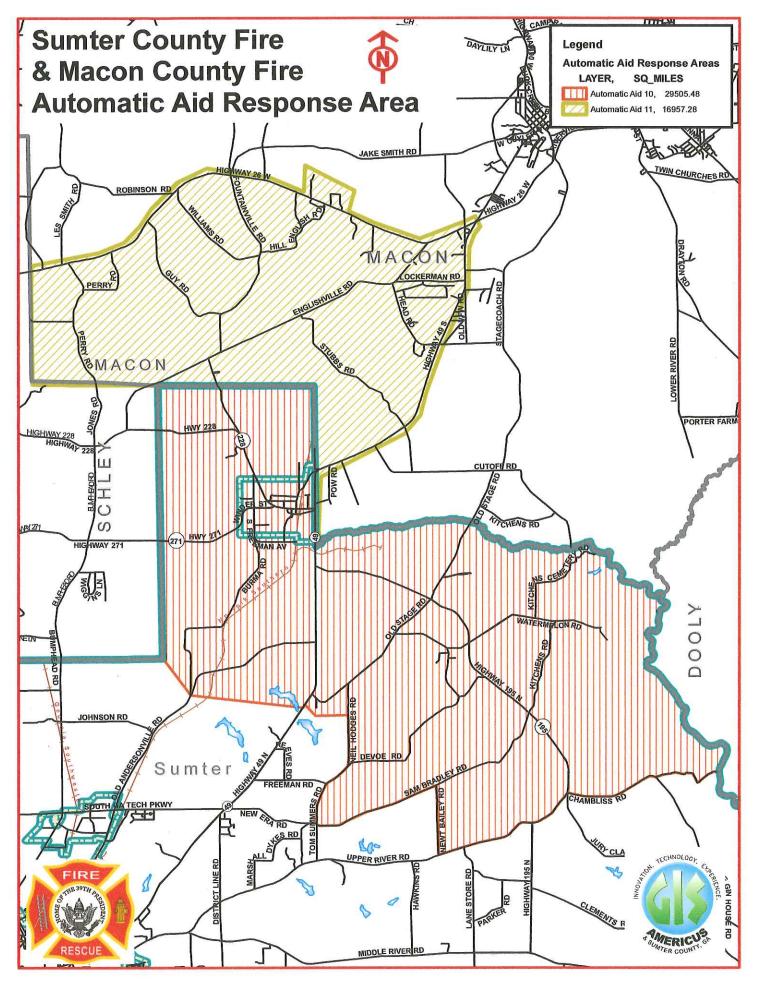
GDC Fire Services:

Sylvester Half Fire Chief

Colson – Warden

Sumter County Correctional Institute:

Macon State Prison:



STATE OF GEORGIA
COUNTY OF LEE

INTERGOVERNMENTAL AGREEMENT BETWEEN LEE COUNTY AND SUMTER COUNTY TO PROVIDE FOR RECIPROCAL FIRE SUPPRESSION SERVICES WITHIN SUCH JURISDICTIONS, REIMBURSEMENT RATES FOR SUCH FIRE SUPPRESSION SERVICES, AND FOR OTHER PURPOSES

WITNESSETH:

WHEREAS, Lee County, acting through the Lee County Department of Public Safety, presently provides and operates fire suppression and emergency first responder services within the unincorporated areas of Lee County; and

WHEREAS, Sumter County, acting through the Sumter County Fire and Rescue Department, presently provides and operates fire suppression and emergency first responder services within the unincorporated areas of Sumter County; and

GATEWOOD

PPER & RAMBO, P.C.
ATTORNEYS AT LAW

D WEST LAMAR STREET
POST OFFICE BOX 488

ERICUS, GEORGIA 31709

clephone (229) 9249316

Facsimile (229) 9246248

WHEREAS, Lee County and Sumter County are authorized pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 to contract with each other for a period not exceeding fifty (50) years for joint services, for the provision of services, for the joint or separate use of facilities or equipment, as long as such activities, services, or facilities which are the subject matter of such contract are services which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Lee County and Sumter County are further authorized pursuant to Article IX, Section II, Paragraph III(a) of the Georgia Constitution of 1983 to provide for fire protection; and

WHEREAS, Lee County and Sumter County are further authorized pursuant to Article IX, Section II, Paragraph III(b) of the Georgia Constitution of 1983 to exercise their respective powers outside of the boundaries of their respective counties by contract with the county within which such services are to be provided; and

WHEREAS, Lee County and Sumter County deem it appropriate to provide mutual assistance to each other in the event of an extraordinary emergency in connection with fire suppression in their respective jurisdictions, as well as to provide for receipt of certain reimbursements from each other with respect to the provision of such services; and

WHEREAS, Lee County and Sumter County deem it in the best interest of their respective citizens to enter into this Intergovernmental Agreement for the purposes herein set out.

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Facsimiles (229) 924-6248

NOW, THEREFORE, in consideration of the premises, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

- 1. That as used in this Agreement, the following terms shall have the following definitions:
- (a) "Lee County" shall mean Lee County, Georgia and/or the Lee County Board of Commissioners.
- (b) "Sumter County" shall mean Sumter County, Georgia and/or the Sumter County Board of Commissioners.
- (c) "Sumter FD" shall mean the Sumter County Fire and Rescue Department.
- (d) "Lee FD" shall mean the Lee County Department of Public Safety.
- (e) "Fire Services" shall mean and include fire suppression, as well as all manpower, facilities, and equipment necessary to carry out and provide such services.
- (f) "Emergency" shall mean any call, situation, event or happening requiring a response from a fire department for fire services.
- (g) "Extraordinary emergency" shall mean any emergency where the first responding fire department is not able to resolve the emergency or bring the fire giving rise to the emergency under control in a reasonable period of time due to the type of the fire or the magnitude of the fire.

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PER & RAMBO, P.C.
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lephone: (229) 924-9316
csimile: (229) 924-6248

- (h) "First responding fire department" shall mean the fire department which initially responds to a fire suppression call within its jurisdiction.
- (i) "Second responding fire department" shall mean the fire department which responds to an extraordinary emergency upon the request of the first responding fire department.
- 2. (a) That the Sumter FD agrees to respond to any extraordinary emergency declared by the Lee FD within the unincorporated areas of Lee County or within the corporate limits of any City within Lee County with which the County has a fire services intergovernmental contract in existence at the time of the extraordinary emergency, subject to the provisions of this Agreement; provided, however, that the Sumter FD shall not be required to respond to an extraordinary emergency hereunder until the Lee FD has actually responded to the fire suppression call.
- (b) That the Lee FD agrees to respond to any extraordinary emergency declared by the Sumter FD within the unincorporated limits of Sumter County, or within the corporate limits of any City within Sumter County with which the Sumter FD has a fire services intergovernmental contract in existence at the time of the extraordinary emergency, provided, however, that the Lee FD shall not be required to respond to an extraordinary emergency hereunder until the Sumter FD has actually responded to the fire suppression call.
- (c) That notwithstanding the foregoing, the second responding fire department's highest ranking officer shall retain the right to re-call his or her personnel at any point during an operation in the event that, in his or her determination, there is

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an issue of scene safety for the second responding fire department's personnel. Any such decision shall be communicated to the scene Incident Commander.

- That the determination that an extraordinary emergency exists (d) shall be made solely by the highest ranking member of the first responding fire department actually on the scene of the emergency, and such determination shall be transmitted to the second responding fire department in such manner as the first responding fire department deems appropriate given the exigencies of the circumstances. In requesting assistance, the first responding fire department shall advise the second responding fire department of the nature of the extraordinary emergency and of the types and number of response vehicles and manpower needed from the second responding fire department. Notwithstanding such request, the second responding fire department shall be authorized to determine, in its sole discretion, the types and number of vehicles and the manpower, if any, actually to be dispatched to the extraordinary emergency. Such determination shall be made by the second responding fire department based upon the description of the extraordinary emergency, a determination of the actual severity of the extraordinary emergency based upon such description, and the vehicles and manpower available to the second responding fire department at the time such request is made by the first responding fire department.
- (e) The first arriving unit on any emergency incident will establish an incident command management structure that is consistent with that fire department's standard operating procedures. All responding personnel will operate under the command structure established and will work at all times in assigned sectors.

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- (f) The Incident Commander of the department requesting mutual aid (requesting agency) shall be in command of all units reporting to the incident in accordance with the National Incident Command System (NIMS). All personnel and equipment of a responding agency shall be under the immediate command of the highest ranking officer attached to that responding agency. All directions for use of such personnel and equipment shall be made by the Incident Commander or his/her Designee.
- (g) The Incident Commander of the receiving agency shall receive some form of an accountability tag from each firefighter from the responding agency once those personnel arrive on the incident scene. This identification can be in the form of an ID card, their accountability system identification tags, and if those items are not in place or available, then the receiving Incident Commander will secure a driver's license. This is to ensure the accountability of all emergency responders who respond to the requesting agency's emergency incident.
- (h) Upon the arrival of the second responding fire department at the scene, both fire departments shall cooperate to the extent possible with each other in responding to the extraordinary emergency; provided, however, that the highest ranking officer of each fire department on the scene shall in all respects be in command of the fire department personnel from their respective fire departments, but both departments' highest ranking officers will fully cooperate to ensure that there is no degradation of fire suppression services. In the event that the highest ranking officers of the two departments at the scene cannot agree, the requesting department's highest ranking officer's decision will stand as the final decision.

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- 3. That this Agreement is for fire suppression services only and does not anticipate any rescue, first responder or other types or services by either government. Each government may request such rescue, first responder, or other types of services from the other on a case-by-case basis.
- 4. That this Agreement shall become effective as of the date stated herein and shall continue in full force and effect until December 31, 2015. The Agreement will automatically renew annually for successive one (1) year terms until one of the parties gives the other party written notice of their intention not to renew the Agreement during the initial term or any renewal term hereof. Such notice shall be given no less than thirty (30) calendar days prior to the intended effective date of such termination.
- 5. (a) That neither Sumter FD nor Lee FD shall be responsible for any replacement, repair or maintenance to any equipment or asset used by the other as a result of a fire department's response to a request for assistance hereunder. Neither Sumter County nor Lee County shall be liable to the other for any claims, losses, injuries, and damages, arising out of, as a result of, or in connection with, the provision of fire suppression services hereunder unless such claims, losses, injuries, or damages are caused by or proximately result from the negligent or intentional misconduct of the other party, or such other party's employees, agents, or other firefighting personnel.
- (b) Notwithstanding any other provision of this Agreement, the governing body of the first responding fire department shall and does hereby indemnify and hold harmless the governing body of the second responding fire department with respect to any claims, losses, and damages for personal injury (including death), property damage, and any and all other claims made or filed by any third parties (which third

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parties include property owners and persons suffering property damage or personal injury) arising out of, or as a result of, or in connection with, the second responding fire department responding to or providing fire suppression services as a result of a request to do so hereunder.

- (c) Each party shall independently purchase and maintain, at its sole cost and expense, such liability insurance coverage insuring each respective party and its agents and employees with respect to any and all liability arising out of or occurring as a result of the provision of fire suppression services hereunder. Such liability insurance coverages shall be in such amounts as may be deemed appropriate by each party hereto. Such insurance shall also cover property damage to each party's respective property and equipment in such amounts as each party deems appropriate with respect to its own property and equipment. Each party shall confirm to the other party, in writing if requested, that such insurance coverage shall be applicable and in effect during any time that services are being provided to the other party in the other party's jurisdiction hereunder.
- 6. (a) That within thirty (30) calendar days of the effective date of this Agreement, authorized representatives of each party shall meet and provide to each other service area maps, information regarding compatibility of apparatus or equipment, including fire hydrant fittings and hoses, and contact information for appropriate personnel in each department. At such meeting, the person in charge of each department shall designate a primary department employee and a secondary department employee who shall be responsible for coordinating the respective departments' activities, responses, and services to be provided hereunder.

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- (b) That at such meeting, the parties shall also agree to a schedule of mutual training and mutual training exercises between the two departments on a regular basis, with the understanding that such mutual training and mutual training exercises shall be scheduled no later than six (6) calendar months prior to the date of such actual training. Such training shall be held semi-annually between the two departments, and the location of such training shall be alternated between Lee County and Sumter County.
- 7. That in the event that the Incident Commander of the requesting agency expressly authorizes a second responding fire department to use special extinguishing agents, such as foam based products or Fire Aide, from the second responding fire department's own supply, then the requesting agency (and the County governing authority thereof) shall be obligated to reimburse the second responding fire department for the actual cost of such special extinguishing agents utilized. Such cost shall be billed to the County in charge of the first responding fire department within thirty (30) calendar days of the use of such agents, and such reimbursement shall be paid to the County in charge of the second responding fire department within fifteen (15) calendar days after the date of receipt of such invoice.
- 8. That this Agreement shall not be subject to assignment by either party hereto without the express written consent of the non-assigning party to such assignment.
- 9. Nothing in this Agreement shall be construed to prohibit the parties from entering into similar mutual aid agreements with other jurisdictions during the term hereof.

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- That this Agreement shall be construed in accord with the laws of the State 10. of Georgia.
- That this Agreement constitutes the entire agreement between the 11. parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

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

> The Board of Commissioners of Lee County, Georgia

risti Dockery, County Clerk

My Commission Expires March 6, 2018

The Board of Commissioners of Sumter County, Georgia

(Signatures Continued on Page 11)

MERICUS, GEORGIA 31709 Telephones (229) 9249316

GATEWOOD TIPPER & RAMBO, P.C. ATTORNEYS AT LAW

Facsimile: (229) 924-6248

Page 10

Approved as to substance:

John Ekaitis, Chief

Sumter County Fire & Rescue

Approved as to substance:

James Howell, Fire Chief

Approved as to form:

Kimberly A. Reid County Attorney

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IPPER & RAMBO, P.C.
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STATE OF GEORGIA

COUNTY OF SUMTER

INTERGOVERNMENTAL CONTRACT BETWEEN THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA AND THE CITY OF DESOTO, TO PROVIDE FOR FIRE SUPPRESSION SERVICES AND OTHER STATED PUPOSES

This Intergovernmental Contract, made and entered into effective the 1ST day of July, 2010, by and between **The Board of Commissioners of Sumter County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as "Sumter County") and **The City of Desoto**, a Georgia municipal corporation (hereinafter referred to as "the City") and.

WITNESSETH:

WHEREAS, Sumter County, acting through the Sumter County Fire Department presently provides and operates fire suppression and emergency first responder services within the unincorporated areas of Sumter County; and

WHEREAS, the City, is authorized by Georgia law to 1) contract with Sumter County for joint services or the exchange of services; 2) contract with Sumter County for the joint use of facilities or equipment; and to 3) contract with any Sumter County to perform any service, such as fire suppression and emergency first responder services on behalf of the City; and

Page 1 of 8

WHEREAS, Sumter County and the City and have engaged in negotiations regarding fire services and emergency first responder services; and

WHEREAS, each party is authorized to enter into this Intergovernmental Contract pursuant to the provisions of Article 9, Section 3, Paragraph 1 of the Georgia Constitution of 1983; and

WHEREAS, the parties do further acknowledge that the City is authorized to enter into this Intergovernmental Contract pursuant to resolution, resolved by the City on ______,2010); and

WHEREAS, the Sumter County Board of Commissioners and the governing body of the City deem it in the best interest of the citizens represented by each such governing body to enter into this Intergovernmental Contract.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. That as used in this Contract, the following terms shall have the following definitions:
 - (A) "City" shall mean the City of Desoto.
 - (B) "County" shall mean Sumter County.
- (C) "Fire Department" shall mean the Sumter County Fire Department.

Page 2 of 8

- (D) "Fire Services" shall mean and include fire suppression, fire prevention, fire personnel training, general emergency response, rescue service, emergency first responder services, community educational services, testing and maintain all necessary fire suppression and emergency response equipment, testing and maintaining fire hydrants, all record keeping that is generally required by the state of Georgia, applicable federal agencies and Insurance Services Office as well as providing all manpower, facilities, and equipment to carry out such services.
- (E) "Volunteer Fire Services" shall mean the existing volunteer fire departments operating in and for Desoto, Georgia.
- (F) "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency response.
- (G) "ISO" shall mean the Insurance Services Office, which provides information about property/casualty insurance risk to insurance companies.
- 2. That Sumter County, acting through the Sumter Fire Department (hereinafter referred to as the "Fire Department") shall provide Fire Services within the corporate municipal limits of the City.

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- 3. That the Volunteer Fire Department located in the City of Desoto has been and is the property of Sumter County through the establishment of the Desoto Fire District and as such has provided volunteer fire services for the City of Desoto and the area contained within the Desoto Fire District in the unincorporated area of the County. The Desoto Volunteer Fire Department has been funded through the millage rate assessments applied to the property in the unincorporated portion of the Desoto Fire Districts, the properties within the city limits of Desoto have not contributed through these assessments or through any other method of payment.
- 4. Any other and further special provisions, if any, agreed upon by the parties hereto are set forth in Exhibit "A" and attached hereto and incorporated herein as part of this Intergovernmental Contract.
- 5. That this Contract shall commence on July 1, 2010, and shall continue for a term of three (3) calendar year(s), terminating on June 30, 2013, at midnight (the "Initial Term"). This contract shall automatically renew for the same time as set forth herein unless either party notifies the other, in writing, ninety (90) days prior to the expiration of this contract and any subsequent terms.
- 6. That the City will, by resolution agree that County shall be allowed to charge a per structure/parcel fee to offset the costs of providing fire services to the citizens of the City for fire services within the corporate limits of the City. Said

fee structure is attached hereto and incorporated herein as Exhibit "B". Said fee structure will not change during the Initial Term of this lease.

- 7. That the City Volunteer Fire Department shall become part of the Sumter County Fire Department and will continue to respond to fire and emergency calls within the City. The non-volunteer part of the Sumter County Fire Department shall act as primary responder and will respond to fire and emergency calls within the City from its closest fire station(s) and the Desoto station.
- 8. That County shall be responsible for the continued maintenance and operation of any fire station or part of a fire station located within the City and used by County as a fire station or sub-station. County and the Desoto Volunteer Fire Department would have exclusive access to Fire Truck Bay and the City shall provide access to bathroom facilities. County will pay a pro-rata share of utilities at the main fire station and any other fire stations, if any, based on the amount of square footage used by the fire department.
- 9. That County Staff will actively recruit, train and develop retention procedures for volunteer firefighters and will also utilize fully trained and certified full-time fire fighters to augment to City volunteer fire service. City volunteer fire fighters will be compensated according to state approved compensation schedules which must be approved and adopted by the Sumter County Board of

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Commissioners, will be eligible for firefighter retirement as set forth under Georgia law, and will be covered by Sumter County's Worker's Compensation Insurance policy.

- 10. That County shall be solely responsible for all determinations and . decisions made with respect to the location, operation, maintenance, and staffing of all fire stations.
- 11. That the Sumter County Fire Chief will, if at all possible, attend any City Council Meeting upon request by the City.
- 12. That this Contract shall not be subject to assignment by either party hereto without the express written consent of the non-assigning party to such assignment.
- 13. That nothing in this Contract shall be construed to prevent or curtail the ability of County to provide fire services within the unincorporated areas of the County or any other municipality that has contracted or contracts with County provide such services.
- 14. That this Contract shall be construed in accord with the laws of the State of Georgia.
- 15. That this Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all

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parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

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

Sumter County Board of Commissioners

By:

Al Hurley, Vice Chairman

Attest:

Rayeffa Floyd, Clerk

City of Desoto, Georgia

Byr.

Dennis Bellingo, Mayor

Attest:

Persie Foster

, City Clerk

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EXHIBIT A

Special or Additional Provisions

NONE

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EXHIBIT C – APPROVED FEE SCHEDULE FOR Sumter County Fire Services Approved at a meeting of the Sumter County Board of Commissioners on July15, 2010

Туре		Rate	Description
Per Parcel	Exceptions:	\$50	Each parcel in the county regardless of use - Residential/Commercial/Industrial .5 acres or less - vacant no building improvements
Residential	Exceptions:	\$100	Includes homes, mobile homes, apartment buildings, camp houses, Sub-Standard - not habitable houses mobile homes Recreational Rooms/Cabanas listed as accessories to residences
Tax Exempt Properties		\$150	Includes: Churches, schools, religious, non-profit, charitable, government buildings
Commercial/industrial/business		\$150	Each parcel that is business in nature - only one fee per parcel regardless of number of buildings

V. Approval of intergovernmental contract between the Board of Commissioners of Sumter County, Georgia and the City of Andersonville, to provide for fire suppression services and other stated purposes (Gold) Commissioner Hurley and County Administrator Taylor attended the council meeting for the City of Andersonville yesterday. There was a majority approval by the council of this contract. A motion was made by Commissioner Howard and seconded by Commissioner Davis to approve this contract. The motion passed without dissent.

STATE OF GEORGIA

COUNTY OF SUMTER

INTERGOVERNMENTAL CONTRACT BETWEEN THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA AND THE CITY OF ANDERSONVILLE, TO PROVIDE FOR FIRE SUPPRESSION SERVICES AND OTHER STATED PURPOSES

This Intergovernmental Contract, made and entered into effective the 26th day of July, 2010, by and between **The Board of Commissioners of Sumter County**, **Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as "Sumter County") and **The City of Andersonville**, a Georgia municipal corporation (hereinafter referred to as "the City") and.

WITNESSETH:

WHEREAS, Sumter County, acting through the Sumter County Fire Department presently provides and operates fire suppression and emergency first responder services within the unincorporated areas of Sumter County; and

WHEREAS, the City, is authorized by Georgia law to 1) contract with Sumter County for joint services or the exchange of services; 2) contract with Sumter County for the joint use of facilities or equipment; and to 3) contract with Sumter County to perform any service, such as fire suppression and emergency first responder services on behalf of the City; and

WHEREAS, Sumter County and the City have engaged in negotiations regarding fire services and emergency first responder services; and

WHEREAS, each party is authorized to enter into this Intergovernmental Contract pursuant to the provisions of Article 9, Section 3, Paragraph 1 of the Georgia Constitution of 1983; and

WHEREAS, the parties do further acknowledge that the City is authorized to enter into this Intergovernmental Contract pursuant to resolution, resolved by the City on July 26, 2010; and

WHEREAS, the Sumter County Board of Commissioners and the governing body of the City deem it in the best interest of the citizens represented by each such governing body to enter into this Intergovernmental Contract.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. That as used in this Contract, the following terms shall have the following definitions:

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- (A) "City" shall mean the City of Andersonville.
- (B) "County" shall mean Sumter County.
- (C) "Fire Department" shall mean the Sumter County Fire Department.
- (D) "Fire Services" shall mean and include fire suppression, fire prevention, fire personnel training, general emergency response, rescue service, emergency first responder services, community educational services, testing and maintain all necessary fire suppression and emergency response equipment, testing and maintaining fire hydrants, all record keeping that is generally required by the State of Georgia, applicable federal agencies and Insurance Services Office as well as providing all manpower, facilities, and equipment to carry out such services.
- (E) "Volunteer Fire Services" shall mean the existing volunteer fire departments operating in and for Andersonville, Georgia.
- (F) "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency response.

- (G) "ISO" shall mean the Insurance Services Office, which provides information about property/casualty insurance risk to insurance companies.
- That Sumter County, acting through the Sumter Fire Department (hereinafter referred to as the "Fire Department") shall provide Fire Services within the corporate municipal limits of the City.
- 3. That the City shall lease all of its fire suppression and first responder equipment and building(s) to County for ten dollars (\$10.00) per year for three (3) consecutive years for a total of \$30.00 to be paid in advance.
- 4. That the equipment and building(s) leased by the County from the City is/are fully described in Exhibit A and attached hereto and incorporated herein as part of this Intergovernmental Contract. Any other and further special provisions, if any, agreed upon by the parties hereto are set forth in Exhibit B and attached hereto and incorporated herein as part of this Intergovernmental Contract.
- 5. That this Contract shall commence on July 1, 2010, and shall continue for a term of three (3) calendar year(s), terminating on June 30, 2013, at midnight (the "Initial Term"). This contract shall automatically renew for additional one (1) year terms, annually, unless either party notifies the other, in

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writing, ninety (90) days prior to the expiration of this contract and any subsequent terms.

- 6. That the City will, by resolution agree that County shall be allowed to charge a per structure/parcel fee to offset the costs of providing fire services to the citizens of the City for fire services within the corporate limits of the City. Said fee structure is attached hereto and incorporated herein as Exhibit "C". Said fee structure will not change during the Initial Term of this lease. Any increase in fee structure for subsequent renewal one (1) year terms will be transmitted to the City at least 120 days prior to the expiration of such term.
- 7. That the City Volunteer Fire Department shall become part of the Sumter County Fire Department and will continue to respond to fire and emergency calls within the City. The non-volunteer part of the Sumter County Fire Department shall act as primary responder and will respond to fire and emergency calls within the City from its closest fire station(s) and the Andersonville station.
- 8. That County shall be responsible for the continued maintenance and operation of any fire station or part of a fire station located within the City and used by County as a fire station or sub-station. County and the Andersonville

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Volunteer Fire Department would have exclusive access to Fire Truck Bay and the City shall provide access to bathroom facilities. County will be responsible for all natural gas costs at the Andersonville Fire Station and Andersonville will be responsible for water, sewage, electricity and telephone service.

- 9. That County Staff will actively recruit, train and develop retention procedures for volunteer firefighters and will also utilize fully trained and certified full-time fire fighters to augment to City volunteer fire service. City volunteer fire fighters will be compensated according to state approved compensation schedules which must be approved and adopted by the Sumter County Board of Commissioners, will be eligible for firefighter retirement as set forth under Georgia law, and will be covered by Sumter County's Worker's Compensation Insurance policy.
- 10. That County shall be solely responsible for all determinations and decisions made with respect to the location, operation, maintenance, and staffing of all fire stations.
- 11. That City will allow for the use of the SPLOST Funds, allocated by it for fire suppression equipment, to be applied to an existing loan obtained by County for a purchase of a new fire truck that will be used in the City upon

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execution of this Contract. Upon execution of this Agreement, the County will transfer title to a fully equipped (that meets minimum ISO standards) Class-A fire truck to Andersonville which will remain titled to Andersonville even if this fire services contract is not renewed according to the terms hereof. During the initial term and any renewal term of this contract the County will maintain full insurance coverage on said fire truck including liability, collision and comprehensive coverage and name the City as the loss payee. During the Initial Term of this Contract and any subsequent terms, the county reserves the right to rotate the vehicle to other locations within its fleet for the purposes of proper fleet management so long as a fully equipped Class-A fire truck is always located in Andersonville.

- 12. That County will provide proper signage that will affix any fire truck or other fire vehicle dedicated to use within the corporate limits of City that shall state: City of Andersonville Fire Station Sumter County Fire Department. The City of Andersonville will be an additional named insured on the County's motor vehicle liability policy which covers fire suppression vehicles.
- 13. That the Sumter County Fire Chief will, if at all possible, attend any City Council Meeting upon request by the City.

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- 14. That this Contract shall not be subject to assignment by either party hereto without the express written consent of the non-assigning party to such assignment.
- 15. That nothing in this Contract shall be construed to prevent or curtail the ability of County to provide fire services within the unincorporated areas of the County or any other municipality that has contracted or contracts with County provide such services.
- 16. That this Contract shall be construed in accord with the laws of the State of Georgia.
- 17. That this Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

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

Sumter County Board of Commissioners

By:

Brent Williams, Chairman

Al Hurley, Vice - Chairman

Attest:

Rayetta/Floyd, Clerk

City of Andersonville, Georgia

By:

Marvin Baugh, Mayor

Attest:

Teresa B. Owens, City Clerk

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EXHIBIT A

Buildings and Equipment Leased

DEPARTMENT: ANDERSONVILLE VFD (CTTY)

Date: July 26, 2010

Engine # 1 YEAR/MAKE/MODEL 2010 Freightliner M2 – Pumper

STATION: ANDERSONVILLE Fire truck Bay

VIN # 1FVACYBS3ADAN0305

Prepared By:

REQ. Qty.	Description	# on hand	Needed
2- 200 FT.	PRE-CONNECTED 11/2" ,13/4" OR 2" ATTACK HOSE (CARRIED ON ENGINE)	. 0 .	8
200 FT.	(SPARE) 11/2" , 13/4",OR 2" HOSE (*MAY ALSO BE CARRIED ON ENGINE)	0	4
400 FT.	2",21/2" OR 3" ATTACK HOSE (CARRIED ON ENGINE)	0	. 8
1000 FT.	21/4" OR LARGER SUPPLY HOSE (CARRIED ON ENGINE)	0	10
200 FT.	SPARE 21/2" OR LARGER HOSE (* MAY BE CARRIED ON ENGINE)	0 .	4 .
1	HEAVY STREAM APPLIANCE 1000 GPM (MOUNTED, ELEVATED OR PORTABLE) * NOT REQUIRED WITH A BASIC FIRE FLOW OF <1500 GPM	0	1
i	PIERCING TOOL	0	1
1	INLINE PYROLITE FOAM EDUCTOR, 125 GPM	0	1
25 GAL	3% & 6% FOAM (10 GALLONS MUST BE CARRIED ON OR IN ENGINE)	0	25
2	2 1/2" PLAYPIPE WITH SHUTOFF AND STACKED TIPS	0	2
2	2 1/2" COMBINATION NOZZLES	2	0
2	1 1/2" COMBINATION NOZZLES	2	0
4	SELF CONTAINED BREATHING APPARATUS (MOUNTED ON ENGINE)	0	4
4	SPARE SCBA CYLINDERS (MOUNTED ON ENGINE)	0	4
2	12' X 18' 10 OZ. VINYL TARP	. 0	2
2 .	HANDLIGHT, (4V WET OR 6V DRY)	0	2
1	HOSE CLAMP, UP TO 3" FIRE HOSE (ADDITIONAL 5" CLAMP REQUIRED IF LDH)	1	0
1	2 1/4" GATE VALVE	0	1

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EQ. Qty.	Description	# on hand	Needed
1	HOSE JACKET (MAY BE LEATHER)	0	1
1	GATED WYE 2 1/2" FX1 1/2" MX1 1/4" M	1	0
1	10' FOLDING ATTIC LADDER	1	0
1	14' ROOF LADDER (* MAY SUBSTITUTE 12' OR 16')	1	0
1	24' EXTENSION LADDER (*MAY SUBSTITUTE 28',30',OR 35')	1	0
2	10' FLEX SUCTION HOSE	. 2	0
1	SUCTION STRAINER	1	. 0
1	6# FLAT HEAD AXE	0	1
1	6# PICK HEAD AXE	0	1 .
1	20# ABC EXTINGUISHER	1	. 0
1	2-1/2 GAL PRESSURIZED WATER EXTINGUISHER	0	1
1	GENERAL PURPOSE FIRST AID KIT	1	0
2	SPANNER AND HYDRANT WRENCH SET	2	0
4	2 1/2" DOUBLE MALE ADAPTER	0	4
4	2 1/2" DOUBLE FEMALE ADAPTER	0	4
1 .	2LB, RUBBER MALLET	0	1
2	WHEEL CHOCK, 75,000 #	0	2 .
1	38" HOOLIGAN TOOL	· 1	0
1	36" PRY BAR	- 1	0
1	36" BOLT CUTTER	7 1	0
1	6' PIKE POLE W/ FIBERGLASS HANDLE	0	1
· 1	10' PIKE POLE W/ FIBERGLASS HANDLE	0	1
· 1	VEHICLE MOUNTED RADIO	0	1
1 .	PORTABLE RADIO W/ CHARGER	0	1
1	GENERATOR	0	1
	STANDARD**********************************		
			1

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EXHIBIT B

Special or Additional Provisions

The fire truck which is referred to in paragraph 11 of this contract which is to be transferred to the City of Andersonville is described as follows:

VIN: 1FVACYBS3ADAN0305 2010 Freightliner M2 – Pumper Tag # GV58548 Engine 22

The fire truck will be equipped with equipment which will at least meet the minimum ISO standards.

EXHIBIT C – APPROVED FEE SCHEDULE FOR Sumter County Fire Services Approved at a meeting of the Sumter County Board of Commissioners on July15, 2010

Type	Rate	Description Each name in the county regardless of use - Residential/Commercial/Industrial
Exceptions:		.5 acres or less - vacant no building improvements
Residential Exceptions:	\$100	Includes homes, mobile homes, apartment buildings, camp houses, Sub-Standard - not habitable houses mobile homes Recreational Rooms/Cabanas listed as accessories to residences
Tax Exempt · Properties	\$150	Includes: Churches, schools, religious, non-profit, charitable, government buildings
Commercial/industrial/business	ess \$150	Each parcel that is business in nature - only one fee per parcel regardless of number of buildings

STATE OF GEORGIA

COUNTY OF SUMTER

INTERGOVERNMENTAL CONTRACT BETWEEN THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA AND THE CITY OF PLAINS, TO PROVIDE FOR FIRE SUPPRESSION SERVICES AND OTHER STATED PUPOSES

This Intergovernmental Contract, made and entered into effective the 26th day of July, 2010, by and between The Board of Commissioners of Sumter County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Sumter County") and The City of Plains, a Georgia municipal corporation (hereinafter referred to as "the City") and.

WITNESSETH:

WHEREAS, Sumter County, acting through the Sumter County Fire Department presently provides and operates fire suppression and emergency first responder services within the unincorporated areas of Sumter County; and

WHEREAS, the City, is authorized by Georgia law to 1) contract with Sumter County for joint services or the exchange of services; 2) contract with Sumter County for the joint use of facilities or equipment; and to 3) contract with any Sumter County to perform any service, such has fire suppression and emergency first responder services on behalf of the City; and Page 1 of 11

WHEREAS, Sumter County and the City and have engaged in negotiations regarding fire services and emergency first responder services; and

WHEREAS, each party is authorized to enter into this Intergovernmental Contract pursuant to the provisions of Article 9, Section 3, Paragraph 1 of the Georgia Constitution of 1983; and

WHEREAS, the parties do further acknowledge that the City is authorized to enter into this Intergovernmental Contract pursuant to resolution, resolved by the City on July 26th 2010; and

WHEREAS, the Sumter County Board of Commissioners and the governing body of the City deem it in the best interest of the citizens represented by each such governing body to enter into this Intergovernmental Contract.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- That as used in this Contract, the following terms shall have the following definitions:
 - (A) "City" shall mean the City of Plains.
 - (B) "County" shall mean Sumter County.

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- (C) "Fire Department" shall mean the Sumter County Fire Department.
- (D) "Fire Services" shall mean and include fire suppression, fire prevention, fire personnel training, general emergency response, rescue service, emergency first responder services, community educational services, testing and maintain all necessary fire suppression and emergency response equipment, testing and maintaining fire hydrants, all record keeping that is generally required by the state of Georgia, applicable federal agencies and ISO as well as providing all manpower, facilities, and equipment to carry out such services.
- (E) "Volunteer Fire Services" shall mean the existing volunteer fire departments operating in and for Plains, Georgia.
- (F) "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency response.
- (G) "ISO" shall mean the Insurance Services Office, which provides information about property/casualty insurance risk to insurance companies.

- 2. That Sumter County, acting through the Sumter Fire Department (hereinafter referred to as the "Fire Department") shall provide Fire Services within the corporate municipal limits of the City.
- 3. That the City shall lease all of its fire suppression and first responder equipment and building(s) to County for ten dollars (\$10.00) per year for three (3) consecutive years for a total of \$30.00 to be paid in advance.
- 4. That the equipment and building(s) leased by the County from the City is/are fully described in Exhibit A and attached hereto and incorporated herein as part of this Intergovernmental Contract. Any other and further special provisions, if any, agreed upon by the parties hereto are set forth in Exhibit B and attached hereto and incorporated herein as part of this Intergovernmental Contract. All fire trucks currently owned by City and titled thereto shall remain at the Plains Fire Station unless the City agrees otherwise. The 2007 fire truck owned by the City of Plains will not be subject to fleet rotation as said fire truck was obtained by City through a grant with the Federal Emergency Management Agency (FEMA). Said grant requires that said fire truck shall be housed at all times within the municipal limits of the City of Plains.
- 5. That this Contract shall commence on July 26, 2010, and shall continue for a term of three (3) calendar year(s), terminating on June 30, 2013, at

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p.6

midnight (the "Initial Term"). This contract shall automatically renew for successive additional one (1) year terms, annually, unless either party notifies the other, in writing, of the notifying party's intent not to renew this contract at least ninety (90) calendar days prior to the termination date of the then-existing term of this contract.

- 6. That the City will, by resolution, agree that County shall be allowed to charge a per structure/parcel fee to offset the costs of providing fire services to the citizens of the City for fire services within the corporate limits of the City. Said fee structure is attached hereto and incorporated herein as Exhibit "C". Said fee structure will not change during the Initial Term of this lease. Any increase in fee structure for subsequent renewal one (1) year terms (after the "initial term hereof) will be transmitted to the City in writing at least 120 days prior to the expiration of such term.
- 7. That the City Volunteer Fire Department shall become part of the Sumter County Fire Department and will continue to respond to fire and emergency calls within the City and County. The full-time firefighters that will staff the Plains Fire Station shall act as primary responders and will respond to fire and emergency calls within the City from the Plains Fire Station and to other incorporated and unincorporated areas of Sumter County, if so needed. Likewise,

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other Sumter County Fire Stations will respond to fires and emergencies in the City if so needed. The City of Plains volunteer portion of the Sumter County Fire Department will respond if reasonably available. If at any time City decides not to renew this agreement or cancels it for any reason, the Plains Volunteer Fire Department firefighters will be removed from the rolls of the Sumter County Fire Department and the City Fire Department will be restored to its original status. All equipment belonging to the Plains Fire Department and leased as of the date of this agreement will be returned and any equipment that is no longer serviceable due to use by the Sumter County Fire Department, excluding fire trucks, will be replaced with like-kind and serviceable equipment.

8. That the County will provide county resources to construct, equip and staff suitable facilities at the Plains Fire Department to house a four (4) man engine company and that such facilities will be fully manned and operable by January 1, 2011. The County and City agree to amend and modify the existing intergovernmental agreement between City, County (and other municipalities within the County) with respect to the expenditure of 2004 SPLOST funds to provide that the excess SPLOST funds designated for the City's purchase of a fire truck and fire equipment in such SPLOST agreement may be used to fund a portion of the cost required in connection with the County's completion of the

Page 6 of 11

renovation of the existing manned fire station in the City. Said excess funds are \$31,090.95. The County will insure that the Plains Fire Station is staffed by no less than four (4) certified firefighters, twenty-four (24) hours per day, seven (7) days per week each year of this agreement.

- operation of any fire station or part of a fire station located within the City and used by County as a fire station or sub-station. County and the Plains Volunteer Fire Department would have exclusive access to fire truck bays and all other fire department facilities. County will cause the Plains Fire Station to be separately metered and billed for all utilities, if practicable, and pay all utility charges billed in connection with such separate meters. If any utility cannot be separately metered or billed, County will pay a pro-rata share of utilities at the main fire station and any other fire stations based on the amount of square footage used by the fire department.
- 10. That volunteer firefighters and first responders formerly associated with the City of Plans Fire Department and now part of the Sumter County Fire Department shall continue to respond to fire and emergency calls as back up to the Sumter County Fire Department when reasonably available. The County Fire Department will actively recruit, train and develop retention procedures for

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p.9

volunteer firefighters to augment the Sumter County Fire Department in the City.

All volunteer fire fighters will be compensated according to state approved compensation schedules which must be approved and adopted by the Sumter County Board of Commissioners, will be eligible for firefighter retirement as set forth under Georgia law, and will be covered by Sumter County's Worker's Compensation Insurance policy.

- 11. That County shall be solely responsible for all determinations and decisions made with respect to the location, operation, maintenance, and staffing of all fire stations. However, a fully equipped Sumter County fire department fire station shall always be located in the City of Plains and operated by Sumter County during the terms of this contract.
- of this agreement contained herein. Notice of any alleged breach shall be provided in writing by either party setting forth the provisions of this agreement that such party contends have been breached. The other party shall have ten (10) calendar days to respond in writing addressing the concerns and setting forth how the alleged breach will be remedied, if such a breach of this agreement does exist. If any breach is not reasonably corrected within thirty (30) calendar days after the mailing of such notice, either party may elect to terminate this agreement, and

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upon such termination, neither party shall have any further obligations to the other party hereunder.

- 13. That County will provide proper signage that will affix any fire truck or other fire vehicle dedicated to use within the corporate limits of City that shall state: City of Plains Fire Station Sumter County Fire Department. The City of Plains will be named as an additional named insured on the County's motor vehicle liability policy which covers fire suppression and other fire department vehicles used by Sumter County in connection with Sumter County's fulfillment of its obligation hereunder.
- 14. That the Sumter County Fire Chief will, if at all possible, attend any City Council Meeting upon request by the City.
- 15. That this Contract shall not be subject to assignment by either party hereto without the express written consent of the non-assigning party to such assignment.
- 16. That nothing in this Contract shall be construed to prevent or curtail the ability of County to provide fire services within the unincorporated areas of Sumter County or any other municipality that has contracted or contracts with County provide such services.

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- 17. That this Contract shall be construed in accord with the laws of the State of Georgia.
- 18. That this Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Contract shall be binding unless the same is reduced to writing and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

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



Sumter County Board of Commissioners

By:

Brent Williams, Chairma

Attest:

Rayetta Floyd, Clerk

City of Plains, Georgia

By:

Boze Godwin, Mayor

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Jul 30 10 11:50a

Attest:

Donna Windham, City Clerk

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EXHIBIT A

Buildings and Equipment Leased

PLAINS VOLUNTEER FIRE DEPARTMENT -

DEPARTMENT: PLAINS VFD (CITY)Date:

Engine#

3

YEAR/MAKE/MODEL 2007 LIBERTY PUMPER

STATION:

PLAINS

VIN#

2FZACHDC97AY07746

Prepared By:

JP & BC

REQ. Qty.	Description	# on hand	Needed
200 FT.	I" BOOSTER HOSE (*MAY BE SUBSTITUTED W/ADDITIONAL PRE-CONNECT)	100' JUMP LINE	2
1	1" COMBINATION NOZZLE (*MAY BE SUBSTITUTED W/ADDITIONAL 1 1/2" NOZZLE)	1	
2-200 FT.	PRE-CONNECTED 1½" ,1¾" OR 2" ATTACK HOSE (CARRIED ON ENGINE)	6	2
200 FT.	(SPARE) 1½", 1½",OR 2" HOSE (*MAY ALSO BE CARRIED ON ENGINE)	2	2
400 FT.	2",2½" OR 3" ATTACK HOSE (CARRIED ON ENGINE)	0	8
800 FT.	21/2" OR LARGER SUPPLY HOSE (CARRIED ON ENGINE)	10 - 5"	
200 FT.	SPARE 2½" OR LARGER HOSE (* MAY BE CARRIED ON ENGINE)	0	
I	HEAVY STREAM APPLIANCE 1000 GPM (MOUNTED, ELEVATED OR PORTABLE) * NOT REQUIRED WITH A BASIC FIRE FLOW OF <1500 GPM	1	
1	2-1/2" DISTRIBUTING NOZZLE (CELLAR NOZZLE)	0	*
	- OR -	· · · · · · · · · · · · · · · · · · ·	
1	PIERCING TOOL	1	
1	INLINE PYROLITE FOAM EDUCTOR,125 GPM	1	
	- OR -		
1	ON-BOARD FOAM PROPORTIONER	0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
25 GAL.	3% & 6% FOAM (10 GALLONS MUST BE CARRIED ON	5	20

Page 1 of 5

Exhibit A

REQ. Qty.	Description	# on hand	Needed
	OR IN ENGINE)		
2	2 1/2" PLAYPIPE WITH SHUTOFF AND STACKED TIPS	, 1	
2	2 1/2" COMBINATION NOZZLES	0	
2	1 1/2" COMBINATION NOZZLES	2	
4	SELF CONTAINED BREATHING APPARATUS (MOUNTED ON ENGINE)	4	
4	SPARE SCBA CYLINDERS (MOUNTED ON ENGINE)	6	
2	12' X 18' 10 OZ. VINYL TARP	2	
2	HANDLIGHT, (4V WET OR 6V DRY)	2	1
1	HOSE CLAMP, UP TO 3" FIRE HOSE (ADDITIONAL 5" CLAMP REQUIRED IF LDH)	1	
1	2 ½" GATE VALVE	1	
1	HOSE JACKET (MAY BE LEATHER)	1	
1 .	GATED WYE 2 ½" FX 1 ½" MX 1 ½" M	1	
I	10' FOLDING ATTIC LADDER	1	
1	14' ROOF LADDER (* MAY SUBSTITUTE 12' OR 16')	1	ļ
1	24' EXTENSION LADDER (*MAY SUBSTITUTE 28',30',OR 35')	1	
2	10' FLEX SUCTION HOSE	2	
1	SUCTION STRAINER	1	1
1	6# FLAT HEAD AXE	1	
1	6# PICK HEAD AXE	1	
i .	20# ABC EXTINGUISHER	1	
1	2-1/2 GAL. PRESSURIZED WATER EXTINGUISHER	1	
1 :	5" OR 6" FNST X (2) 2-1/2"FNST SIAMESE	0	I
1	GENERAL PURPOSE FIRST AID KIT	1	1
2	SPANNER AND HYDRANT WRENCH SET	2	1
2 2	2 ½' 'DOUBLE MALE ADAPTER	1	1 1
2 - 2	2 ½" DOUBLE FEMALE ADAPTER	0	2
1 /2	LB. RUBBER MALLET	. 0	1
2	WHEEL CHOCK, 75,000 #	2	
1 3	6" HOOLIGAN TOOL	0	1
1 3	6" PRY BAR	0	1

Page 2 of 5

Exhibit A.

Description	# on hand	Needed
36" BOLT CUTTER	1	
6' PIKE POLE W/ FIBERGLASS HANDLE	0	, ,
8' PIKE POLE W/FIBERGLASS HANDLE	1	
10' PIKE POLE W/ FIBERGLASS HANDLE	1	
VEHICLE MOUNTED RADIO	1	
PORTABLE RADIO W/ CHARGER	0	
FIRE PUMP (750 GPM MIN.) 1250 GPM	1	
BOOSTER TANK (300 GAL. MIN.) 1000 GAL	I	
********** ALL EQUIPMENT MUST BE MOUNTED PER NFPA STANDARD*********		
	36" BOLT CUTTER 6' PIKE POLE W/ FIBERGLASS HANDLE 8' PIKE POLE W/ FIBERGLASS HANDLE 10' PIKE POLE W/ FIBERGLASS HANDLE VEHICLE MOUNTED RADIO PORTABLE RADIO W/ CHARGER FIRE PUMP (750 GPM MIN.) 1250 GPM BOOSTER TANK (300 GAL. MIN.) 1000 GAL ************************************	36" BOLT CUTTER 6' PIKE POLE W/ FIBERGLASS HANDLE 8' PIKE POLE W/FIBERGLASS HANDLE 10' PIKE POLE W/ FIBERGLASS HANDLE 1 VEHICLE MOUNTED RADIO PORTABLE RADIO W/ CHARGER FIRE PUMP (750 GPM MIN.) 1250 GPM 1 BOOSTER TANK (300 GAL. MIN.) 1000 GAL ***********************************

DEPARTMENT: PLAINS VFD (CITY)

Date:

Engine#

YEAR/MAKE/MODEL 1966 FORD PIRSCH

STATION:

PLAINS

VIN#

F75FVR12270

Prepared By:

JP & BC

REQ. Qty.	Description	# on hand	Needed
200 FT.	I" BOOSTER HOSE (*MAY BE SUBSTITUTED W/ADDITIONAL PRE-CONNECT)	1	
1	I" COMBINATION NOZZLE (*MAY BE SUBSTITUTED W/ADDITIONAL 1 1/2" NOZZLE)	1	
2- 200 FT.	PRE-CONNECTED 1½",1¾" OR 2" ATTACK HOSE (CARRIED ON ENGINE)	6	2
200 FT.	(SPARE) 1½", 1¾",OR 2" HOSE (*MAY ALSO BE CARRIED ON ENGINE)	0	4
400 FT.	2",21/2" OR 3" ATTACK HOSE (CARRIED ON ENGINE)	0	8
800 FT.	2½" OR LARGER SUPPLY HOSE (CARRIED ON ENGINE)	16	
200 FT.	SPARE 2½" OR LARGER HOSE (* MAY BE CARRIED ON ENGINE)	0	4
ı	HEAVY STREAM APPLIANCE 1000 GPM (MOUNTED, ELEVATED OR PORTABLE) * NOT REQUIRED WITH A BASIC FIRE FLOW OF <1500	0	

Page 3 of 5

Exhibit A

REQ. Qty.	Description	# on hand	Needed
	GPM		
<u> </u>	2-1/2" DISTRIBUTING NOZZLE (CELLAR NOZZLE)	0	1
	- OR -		-i
1	PIERCING TOOL	0	1
1	INLINE PYROLITE FOAM EDUCTOR, 125 GPM	0	1
	- OR -		
1	ON-BOARD FOAM PROPORTIONER	0	
25 GAL.	3% & 6% FOAM (10 GALLONS MUST BE CARRIED ON OR IN ENGINE)	25	
2	2 1/2" PLAYPIPE WITH SHUTOFF AND STACKED TIPS	1 0	2
2	2 1/2" COMBINATION NOZZLES	1	<u>-</u>
2	1 1/2" COMBINATION NOZZLES	2	1
4	SELF CONTAINED BREATHING APPARATUS (MOUNTED ON ENGINE)	4	
4	SPARE SCBA CYLINDERS (MOUNTED ON ENGINE)	4	1
2	12' X 18' 10 OZ. VINYL TARP	0	2
2	HANDLIGHT, (4V WET OR 6V DRY)	2	i -
1	HOSE CLAMP, UP TO 3" FIRE HOSE (ADDITIONAL 5" CLAMP REQUIRED IF LDH)	0	1
I	2 ½" GATE VALVE	0	1
1	HOSE JACKET (MAY BE LEATHER)	0	1 1
1	GATED WYE 2 ½" F X 1 ½" M X 1 ½" M	1	
1	10' FOLDING ATTIC LADDER	0.	1
1	14' ROOF LADDER (* MAY SUBSTITUTE 12' OR 16')	<u></u>	
1	24' EXTENSION LADDER (*MAY SUBSTITUTE 28',30',OR 35')	1	
2	10' FLEX SUCTION HOSE	2	
1	SUCTION STRAINER	1	<u> </u>
1	6# FLAT HEAD AXE	1	1
1	6# PICK HEAD AXE	1	1
1 :	20# ABC EXTINGUISHER	1	
1 :	2-1/2 GAL. PRESSURIZED WATER EXTINGUISHER	1	
1	5" OR 6" FNST X (2) 2-1/2"FNST SIAMESE	0	

Page 4 of 5

Exhibit A

REQ. Qty.	Description	# on hand	Needed
1	GENERAL PURPOSE FIRST AID KIT	0	1
2	SPANNER AND HYDRANT WRENCH SET	0	1 2
2	2 ½'' DOUBLE MALE ADAPTER	2	
2	2 ½" DOUBLE FEMALE ADAPTER	2	
1	2LB. RUBBER MALLET	1	
2	WHEEL CHOCK, 75,000 #	0	1 2
1	36" HOOLIGAN TOOL	0	
1	36" PRY BAR	0	I
1	36' BOLT CUTTER	0	
1	6' PIKE POLE W/ FIBERGLASS HANDLE	0	1
1	8' PIKE POLE W/FIBERGLASS HANDLE	. 1	
1	10' PIKE POLE W/ FIBERGLASS HANDLE	0	1
1	VEHICLE MOUNTED RADIO] 1	
1	PORTABLE RADIO W/ CHARGER	0	
1	FIRE PUMP (750 GPM MIN.) 750 GPM ***** HAS NOT BEEN TESTED LATELY	1	
1	BOOSTER TANK (300 GAL. MIN.) 500 GAL	1	
	********* ALL EQUIPMENT MUST BE MOUNTED PER NFPA STANDARD*********		

Page 5 of 5

p.6

EXHIBIT B

Special or Additional Provisions

The 2007 Liberty Pumper fire truck owned by the City of Plains and described in Exhibit A, attached hereto, will not be subject to fleet rotation as said fire truck was obtained by City through a grant with the Federal Emergency Management Agency (FEMA). Said grant requires that said fire truck shall be housed at all times within the municipal limits of the City of Plains.

EXHIBIT C – APPROVED FEE SCHEDULE FOR Sumter County Fire Services Approved at a meeting of the Sumter County Board of Commissioners on July15, 2010

Description	Each parcel in the county regardless of use - Residential/Commercial/Industrial .5 acres or less - vacant no building improvements	Includes homes, mobile homes, apartment buildings, camp houses, Sub-Standard - not habitable houses mobile homes Recreational Rooms/Cabanas fisted as accessories to residences	Includes: Churches, schools, religious, non-profit, charitable, government buildings	Each parcel that is business in nature - only one fee per parcel regardless of number of buildings.
Rate	\$50	\$100	\$150	\$150
Type	Per Parcel Exceptions;	Residential Exceptions:	Tax Exempt Properties	Commercial/industrial/business

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LESLIE AND SUMTER COUNTY FOR AUTOMATIC MUTUAL FIRE SUPPRESSION SERVICES AND OTHER LAWFUL PURPOSES

STATE OF GEORGIA

COUNTY OF SUMTER

WITNESSETH:

WHEREAS, The City of Leslie, acting through the The City of Leslie Fire Department, provides fire suppression and emergency first responder services within the incorporated area of The City of Leslie; and

WHEREAS, Sumter County, acting through the Sumter County Fire and Rescue Department, provides fire suppression and emergency first responder services within the unincorporated area of Sumter County; and

WHEREAS, The City of Leslie and Sumter County are authorized pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution of 1983 to contract with each other for a period not exceeding fifty (50) years for joint services, the provision of services, and the joint or separate use of facilities or equipment, as long as such activities, services, or facilities which are the subject of such contract are services which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, The City of Leslie and Sumter County are further authorized pursuant to Article IX, Section II, Paragraph III(a) of the Georgia Constitution of 1983 to provide for fire protection; and

WHEREAS, The City of Leslie and Sumter County are further authorized pursuant to Article IX, Section II, Paragraph III(b) of the Georgia Constitution of 1983 to exercise such powers outside of their respective boundaries by contract with the county or municipality within which such services are to be provided; and

WHEREAS, The City of Leslie and Sumter County deem it appropriate to provide automatic mutual assistance to each other for fire suppression services in their respective jurisdictions and payment of special extinguishing agents utilized in conjunction with the provision of such services; and

WHEREAS, The City of Leslie and Sumter County deem it in the best interest of their respective citizens to enter into this Intergovernmental Agreement for the purposes herein set forth.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. As used in this Agreement, the following terms shall have the following meanings:
- (a) "Sumter FRD" shall mean the Sumter County Fire and Rescue Department.
 - (b) "Leslie FD" shall mean the The City of Leslie Fire Department.

- 2. (a) The Sumter FRD agrees to automatically dispatch and respond to any reported structure fires and entrapments, including, but not limited to motor vehicle collisions and industrial accidents, within the incorporated area of The City of Leslie, subject to the provisions of this Agreement.
- (b) The Leslie FD agrees to automatically dispatch and respond to any reported structure fires within the boundaries depicted in blue on the attached Exhibit "1," including both sides of the roads which form said boundaries, all of which are within the unincorporated area of Sumter County.
- (c) Notwithstanding the foregoing, each fire department's highest ranking officer on scene shall retain the right to recall his or her personnel at any time if, in his or her determination, there is an issue of scene safety for said fire department's personnel. Any such decision to recall shall be communicated to the on scene Incident Commander for the fire department with original jurisdiction.
- (d) This Agreement does not anticipate any rescue, first responder or other type of services by either party, with the exception that Sumter County FRD shall respond to entrapments as outlined in subsection (a) herein. Each party may request additional rescue, first responder, or other services from the other party on a case-by-case basis.
- (e) When providing services pursuant to this Agreement, each fire department shall automatically dispatch all vehicles and manpower reasonably necessary and available based upon the nature and severity of the incident.
- (f) Upon arrival of the fire department with original jurisdiction, that department's Incident Commander shall be in command of all units reporting to the incident in accordance with the National Incident Command System (NICS). All personnel and equipment

of the fire department responding outside of its jurisdiction shall be under the immediate command of the highest ranking officer attached to that department. All directions for use of such personnel and equipment shall be made by the Incident Commander or his/her designee.

- (g) To ensure the safety and accountability of all emergency responders, the Incident Commander shall receive an accountability tag from each firefighter on scene from the fire department responding outside of its jurisdiction pursuant to this Agreement. The accountability tag may be an ID card, an accountability system identification tag, or, if neither of those items are available, a driver's license.
- (h) Both fire departments shall cooperate with each other to the extent reasonably possible in responding to any covered incident; provided, however, that the highest ranking officer of each fire department on the scene shall in all respects be in command of the personnel from their respective fire departments. Both departments' highest ranking officers shall fully cooperate to ensure that there is no degradation of services. In the event that the highest ranking officers of the two departments at the scene cannot agree, the highest ranking officer of the department with original jurisdiction shall make the final decision.
- 3. This Agreement shall become effective as of the date stated herein and shall continue in full force and effect until December 31, 2015. The Agreement will automatically renew annually for successive one (1) year terms until one of the parties gives the other party written notice of its intention not to renew the Agreement during the initial term or any renewal term hereof. Such notice shall be provided no less than thirty (30) calendar days prior to the intended effective date of such termination.
- 4. (a) Neither Sumter FRD nor Leslie FD shall be responsible for any replacement, repair or maintenance to any equipment or asset used by the other when responding pursuant to this

Agreement. Moreover, neither Sumter County nor The City of Leslie shall be liable to the other for any claims, losses, injuries, and damages, arising out of, as a result of, or in connection with, the provision of services hereunder unless such claims, losses, injuries, or damages are caused by or proximately result from the negligent or intentional misconduct of the other party, or such other party's employees, agents, or other firefighting personnel.

- (b) Notwithstanding any other provision of this Agreement, the governing body of the fire department with original jurisdiction shall and does hereby indemnify and hold harmless the governing body of the fire department responding outside of its jurisdiction with respect to any claims, losses, and damages for personal injury (including death), property damage, and any and all other claims made or filed by any third parties (which third parties include property owners and persons suffering property damage or personal injury) arising out of, as a result of, or in connection with, the performance of any services pursuant to this Agreement.
- (c) Each party shall independently purchase and maintain, at its sole cost and expense, liability insurance coverage insuring it and its agents and employees with respect to any and all liability arising out of or occurring as a result of the provision of any services pursuant to this Agreement. Such liability insurance coverage shall be in such amount as may be deemed appropriate by each party hereto and shall cover property damage to each party's respective property and equipment in such amounts as each party deems appropriate with respect to its own property and equipment. Upon written request, each party shall within thirty (30) calendar days provide a certificate or other proof of coverage that complies herewith.
- 5. (a) Within thirty (30) calendar days of the effective date of this Agreement, authorized representatives of each party shall meet and exchange service area maps, information regarding compatibility of apparatus or equipment, including fire hydrant fittings and hoses, and

contact information for appropriate personnel in each department. At said meeting, the person in charge of each department shall designate a primary department employee and a secondary department employee who shall be responsible for coordinating the respective departments' activities, responses, and services to be provided hereunder.

- (b) At such meeting, the parties shall also establish a schedule for mutual training and exercises between the two departments on a semi-annual basis. The location of the training shall alternate between The City of Leslie and Sumter County.
- 6. In the event that the Incident Commander of the fire department with original jurisdiction expressly authorizes the fire department responding outside of its jurisdiction to use special extinguishing agents, such as foam based products or Fire Aide, from the supply of the fire department responding outside of its jurisdiction, the fire department with original jurisdiction (and the governing authority thereof) shall be obligated to reimburse the fire department responding outside of its jurisdiction for the actual cost of any such special extinguishing agents utilized. Such cost shall be billed to the governing entity in charge of the fire department with original jurisdiction within thirty (30) calendar days of the use of such agents, and reimbursement shall be remitted to the governing entity in charge of the fire department responding outside of its jurisdiction within fifteen (15) calendar days after the receipt of such invoice.
- 7. This Agreement shall not be subject to assignment by either party hereto without the express written consent of the non-assigning party to such assignment.
- 8. Nothing in this Agreement shall be construed to prohibit the parties from entering into similar mutual aid agreements with other jurisdictions during the term hereof.
 - 9. This Agreement shall be construed in accord with the laws of the State of Georgia.

This Agreement constitutes the entire agreement between the parties hereto with 10. respect to the subject matter hereof, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

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

CITY OF LESLIE, GEORGIA

[SEAL]

By:

Linda Cobb, Mayor

Approved as to substance:

[Signatures continued to following page.]

Page 7 of 8



THE BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA

By:

Randy Howard, Chairman

Approved as to substance:

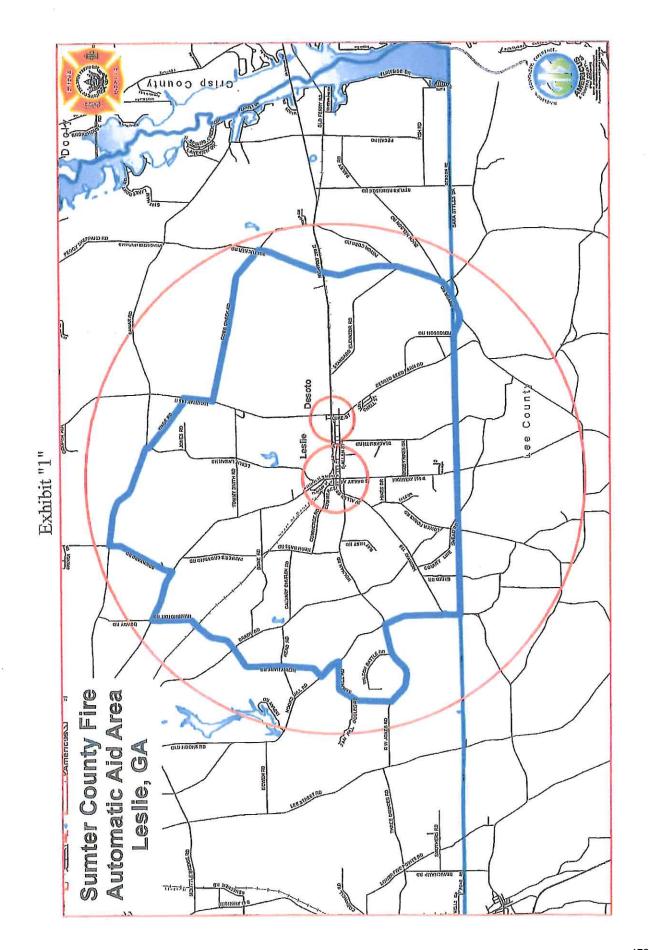
John Ekaitis, Chief Suinter County Fire & Rescue

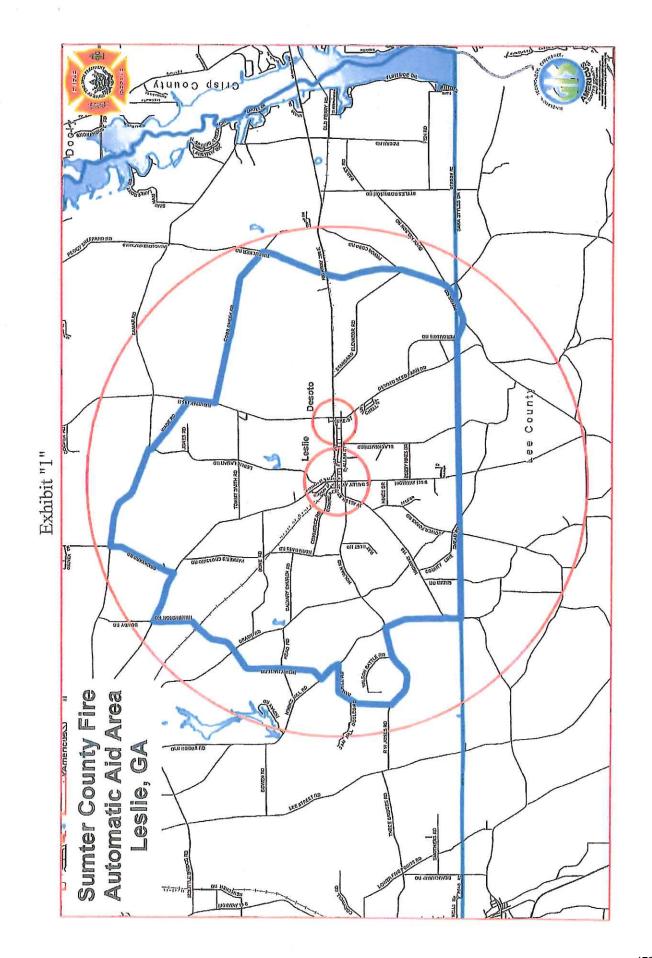
Approved as to legal form:

Kimberly A. Reid

County Attorney

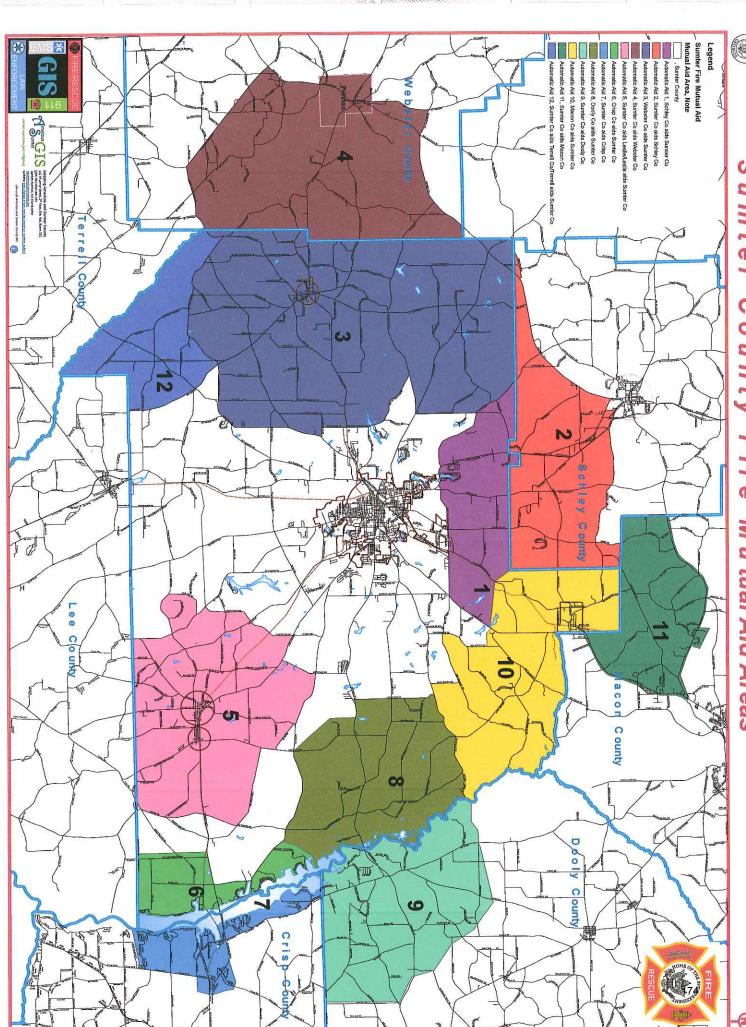
Rev. 7/17/15







S umter ounty 7 7 D M u tual Aid Areas









SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Inc				
Inc	2.0	1081	On	ю.

Make copies of this form and complete one for each service li Answer each question below, attaching additional pages as neces should be reported to the Department of Community Affairs.	isted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:SUMTER	Service:Law Enforcement
1. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
a.) Service will be provided countywide (i.e., ind (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) Service will be provided only in the unincorporachecked, identify the government, authority or organization.	porated portion of the county by a single service provider. (If this box is anization providing the service.):
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the
	ole map delineating the service area of each service provider, and ation that will provide service within each service area.): Sumter
2. In developing this strategy, were overlapping serving identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	entation as described, below)
⊠No	
f these conditions will continue under this strategy, <u>a</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).
f these conditions will be eliminated under the strate; vill be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.

SDS	FO	RM	2.	COL	ntin	ued

Local Government or Authority	Funding I	Method
Sumter County	General Funds, fines, forfeitures, grants, s	
City of Americus	General Funds, fines, forfeitures, grants, s	plost
City of Leslie	General Funds, fines forfeitures	
City of Plains	General Funds, fines, forfeitures	
- A	31	
Plains provides its own law enforcem	ent services.	
-	ent services. ements or intergovernmental contracts that wi	ill be used to implement the strategy for
5. List any formal service delivery agre		ill be used to implement the strategy for Effective and Ending Dates
5. List any formal service delivery agre this service:	ements or intergovernmental contracts that wi	
i. List any formal service delivery agre this service:	ements or intergovernmental contracts that wi	
5. List any formal service delivery agre this service:	ements or intergovernmental contracts that wi	
5. List any formal service delivery agre this service:	ements or intergovernmental contracts that wi	
5. List any formal service delivery agre this service:	ements or intergovernmental contracts that wi	
5. List any formal service delivery agre this service:	ements or intergovernmental contracts that wi	
5. List any formal service delivery agrethis service: Agreement Name 5. What other mechanisms (if any) will	ements or intergovernmental contracts that wi	Effective and Ending Dates vice (e.g., ordinances, resolutions, local

7. Person completing form: Bill Twomey, Chief Administrative Officer Phone number: 229-928-4500 Date completed: March 13, 2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE

Law Enforcement Legend Americus Police Dept. Coverage Sumter County Sheriff Coverage Plains Police Dept. Coverage Leslie Police Dept. Coverage 177







SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

	oranic president and an artist of the contract	
netri	ictions.	

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:SUMTER	Service:Library					
. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:					
	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Lake Blackshear					
b.) Service will be provided only in the unincorp checked, identify the government, authority or organized or services with the provided only in the unincorp checked, identify the government, authority or organized or services.	porated portion of the county by a single service provider. (If this box is inization providing the service.):					
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the					
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the					
e.)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):					
. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service					
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)					
⊠No						
	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).					
these conditions will be eliminated under the strated the strated the taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.					

Page 1 of 2

SDS FORM 2, continued

Local Government or Auth	ority	Funding	Method	
Sumter County	Ge	neral Funds, User Fees, Splost		
City of Americus		neral Funds, User Fees		
II ya				

How will the strategy change t	he previous a	arrangements for providing and/or fun	ding this servic	e within the county?
Change: This funding does no inincoporated areas of Sumter	t consitute a County to fu	duplication of services. Sumter Cour	ity uses funds o	derived strictly from the
List any formal service deliver	y agreements	s or intergovernmental contracts that	will be used to i	mplement the strategy f
this service:				
Agreement Name		Contracting Parties	Effe	ctive and Ending Date
Agreement Name		Contracting Parties	Effe	ective and Ending Date
Agreement Name		Contracting Parties	Effe	ective and Ending Date
Agreement Name		Contracting Parties	Effe	ective and Ending Date
Agreement Name		Contracting Parties	Effe	ective and Ending Date
Agreement Name		Contracting Parties	Effe	ective and Ending Date
What other mechanisms (if an	y) will be use	ed to implement the strategy for this senanges, etc.), and when will they take	ervice (e.g., ord	
What other mechanisms (if an acts of the General Assembly,	rate or fee ch Americus prounty provides	ed to implement the strategy for this senanges, etc.), and when will they take wide the Lake Blackshear Regional List a library. The Lake Blackshear Regional List a library.	ervice (e.g., ord effect?	inances, resolutions, loc
What other mechanisms (if an acts of the General Assembly, sumter County and the City of ther city located in Sumter County and the smaller cities located within Person completing form: Bill 1	Americus prounty provides Sumter Coul	ed to implement the strategy for this senanges, etc.), and when will they take wide the Lake Blackshear Regional List a library. The Lake Blackshear Regionty.	ervice (e.g., ord effect?	inances, resolutions, loc
What other mechanisms (if an acts of the General Assembly, Sumter County and the City of Ather city located in Sumter County and sumter County and the within Person completing form: Bill Thone number: 229-928-4500	Americus prounty provides Sumter Cour womey, Chi Date co	ed to implement the strategy for this senanges, etc.), and when will they take wide the Lake Blackshear Regional List a library. The Lake Blackshear Regionty. Itef Administrative Officer completed: March 13, 2018 by state agencies when evaluating w	ervice (e.g., ord effect? brary to the res	inances, resolutions, localidents of the County. Novides a book mobile to







FORM 2: Summary of Service Delivery Arrangements

Ine	 CTI.	nn	

Make copies of this form and complete one for each service li Answer each question below, attaching additional pages as neces should be reported to the Department of Community Affairs.	isted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1.</u> sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:SUMTER	Service:Livestock Sales
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
 a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut Authority 	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.): Sumter County Livestock
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is inization providing the service.):
c.) One or more cities will provide this service o provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
⊠No	
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party a	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.

The same of the sa		
	SDS FORM 2, continued	
List each government or authority the enterprise funds, user fees, general f fees, bonded indebtedness, etc.).	at will help to pay for this service and indicate how t unds, special service district revenues, hotel/motel	he service will be funded (e.g., taxes, franchise taxes, impact
Local Government or Authority	Funding Metho	d
	8	
4. How will the strategy change the pre	vious arrangements for providing and/or funding this	s service within the county?
private third-party provider who will lea Note: The Sumter County Livestock	ounty Livestock Authority, livestock sales are proposes ase the facility that is owned by the Sumter County Authority, while not currently functioning, does still by plans to request abolistion of the authority by the	Board of Commissioners. exist because it has not been
5. List any formal service delivery agree this service:	ements or intergovernmental contracts that will be u	sed to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
What other mechanisms (if any) will be acts of the General Assembly, rate or	be used to implement the strategy for this service (en fee changes, etc.), and when will they take effect?	e.g., ordinances, resolutions, local
Sumter County owns the real estate as County Stockyards)	nd improvements on the property which will be leas	ed to a private provider (Sumter
7. Person completing form: Bill Twome	y, Chief Administrative Officer	

Date completed: March 13, 2018

projects are consistent with the service delivery strategy? ⊠Yes □No

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

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government

Phone number: 229-928-4500







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Answer each question below, attaching additional pages as neces should be reported to the Department of Community Affairs.	isted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . ssary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:SUMTER	Service:Natural Gas Distribution Systems
Check <u>one</u> box that best describes the agreed upon	on delivery arrangement for this service:
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) Service will be provided only in the unincorporateked, identify the government, authority or organization.	porated portion of the county by a single service provider. (If this box is anization providing the service.):
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the sked, identify the government(s), authority or organization providing the
e.) 🖾 Other (If this box is checked, attach a legib identify the government, authority, or other organiza Americus; City of Andersonville	ole map delineating the service area of each service provider, and ation that will provide service within each service area.): City of
NOTE: Due to the attached maps' small scale, or versions of the maps are available for review up	diguishing features may be difficult to determine. However, larger oon request.
In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
⊠No	
If these conditions will continue under this strategy, <u>a</u> coverlapping but higher levels of service (See O.C.G.A.	ttach an explanation for continuing the arrangement (i.e.,

overlapping service areas or competition cannot be eliminated).

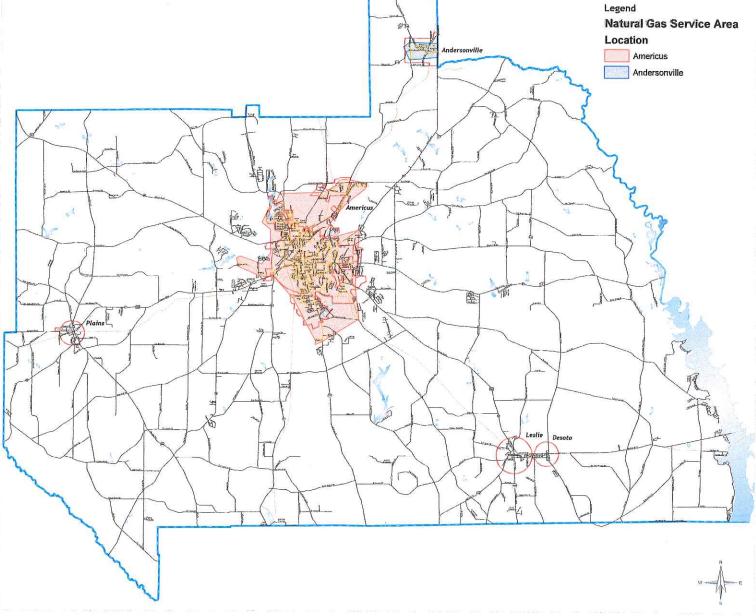
If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued	SDS	FO	RM	2.	con	tinued
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Local Government or Authority	Funding M	lothod
City of Americus	User Fees	letnod
City of Andersonville	User Fees	
Oity of Allucisonville	User rees	
6		6
		,
4. How will the strategy change the pre	evious arrangements for providing and/or fundir	ng this service within the county?
Updated Service Areas	,	
this service:	ements or intergovernmental contracts that will	be used to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
Agreement Name	Contracting Parties	Effective and Ending Dates
6. What other mechanisms (if any) will	be used to implement the strategy for this serving fee changes, etc.), and when will they take eff	ice (e.g., ordinances, resolutions, local
6. What other mechanisms (if any) will acts of the General Assembly, rate or	be used to implement the strategy for this servi	ice (e.g., ordinances, resolutions, local fect?
6. What other mechanisms (if any) will acts of the General Assembly, rate of the City of Andersonville provides natural.	be used to implement the strategy for this serving fee changes, etc.), and when will they take effectural gas service inside the city limits of Anders gas service both inside and outside the city limits of From the Customer Service Department local	ice (e.g., ordinances, resolutions, local fect?
6. What other mechanisms (if any) will acts of the General Assembly, rate or The City of Andersonville provides natural calculated each month and are availal charged are the same to both incorporation. Person completing form: Bill Twome	be used to implement the strategy for this serving fee changes, etc.), and when will they take effectural gas service inside the city limits of Anders gas service both inside and outside the city limits of Errom the Customer Service Department local rated and unincorporated residents.	ice (e.g., ordinances, resolutions, local fect?
6. What other mechanisms (if any) will acts of the General Assembly, rate or The City of Andersonville provides natural calculated each month and are availal charged are the same to both incorporation. Person completing form: Bill Twome Phone number: 229-928-4500	be used to implement the strategy for this serving fee changes, etc.), and when will they take effectural gas service inside the city limits of Anders gas service both inside and outside the city limits of Erom the Customer Service Department local rated and unincorporated residents. Ey, Chief Administrative Officer Date completed: March 13, 2018	ice (e.g., ordinances, resolutions, local fect? conville only. hits of Americus. The rates are related at Americus City Hall. Rate fees



Natural Gas Coverage Area Andersonville













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:SUMTER	Service: Parks and Recreation				
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:				
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):				
b.) Service will be provided only in the unincorp checked, identify the government, authority or organized or control of the	porated portion of the county by a single service provider. (If this box is anization providing the service.):				
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the				
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.): Sumter County; City of Plains; City of American County.	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the Americus; City of Andersonville; City of Leslie				
e.)	ele map delineating the service area of each service provider, and ation that will provide service within each service area.):				
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service				
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)				
⊠No					
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).				
If these conditions will be eliminated under the strated will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.				
	Page 1 of 2				

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.).

Local Government or Authority	Funding Method
Sumter County	General Funds, Splost, Grants, TSplost
City of Americus	General Funds
City of Leslie	General Funds
City of Andersonville	General Funds
City of Plains	General Funds

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

In 2008, the Americus-Sumter County Parks & Recreation Authority was legislatively dissolved and Sumter County assumed the responsibility of funding the formal recreation program. The Sumter County recreation department has ceased to operate two of four pools. The Sumter County Recreation Department now provides a gymnastics program that attracts regional attention.

No change with the cities of Leslie, Plains and Andersonville.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
2.		
		y y

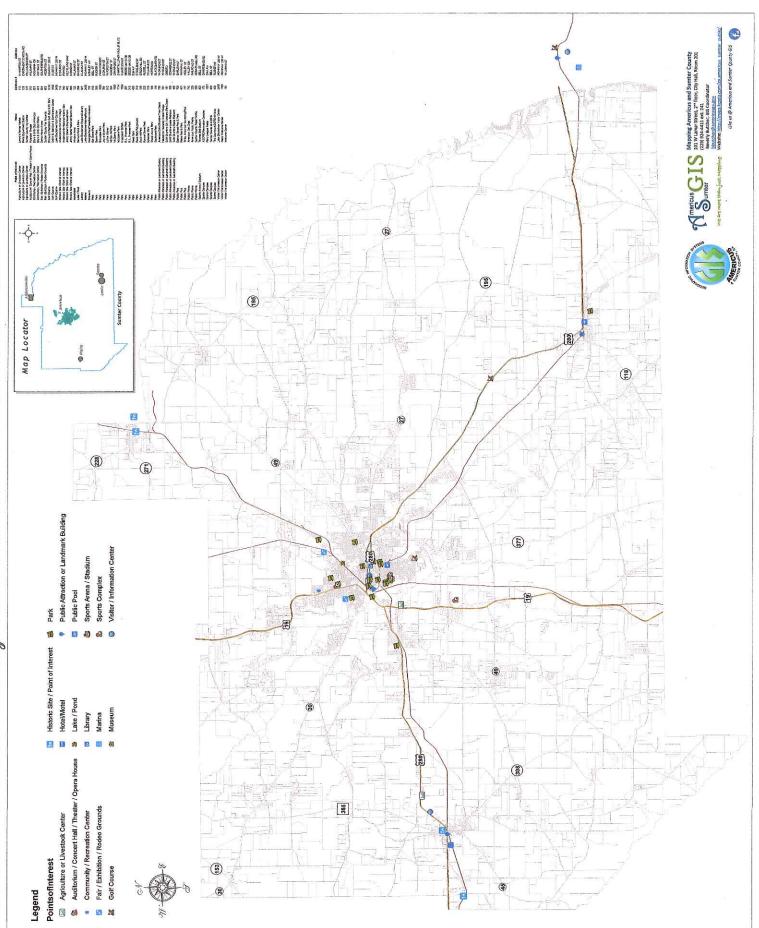
acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?	
take of the state	

7. Person completing form: Bill Twomey, Chief Administrative Officer Phone number: 229-928-4500 Date completed: March 13, 2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE









FORM 2: Summary of Service Delivery Arrangements

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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:SUMTER	Service: Planning & Zoning, Building Inspection, Code Enforcement			
1. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:			
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):			
b.) Service will be provided only in the unincorp checked, identify the government, authority or organized	porated portion of the county by a single service provider. (If this box is anization providing the service.):			
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is che service:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the			
service in unincorporated areas. (If this box is chec	only within their incorporated boundaries, and the county will provide the eked, identify the government(s), authority or organization providing the try of Plains, City of Andersonvile, City of DeSoto; City of Leslie			
e.) Other (If this box is checked, <u>attach a legib</u> identify the government, authority, or other organiza	le map delineating the service area of each service provider, and ation that will provide service within each service area.):			
In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service			
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)			
⊠No				
If these conditions will continue under this strategy, <u>a</u> coverlapping but higher levels of service (See O.C.G.Acoverlapping service areas or competition cannot be e	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).			
f these conditions will be eliminated under the strated will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.			

Page 1 of 2

SDS FORM 2, continued

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

Local Government or Authority	Funding Method	
Sumter County	General Fund, Permit Fees	
City of Americus	General Fund, Permit Fees	
City of Plains	General Fund, Permit Fees	
City of Andersonville	General Fund, Permit Fees	
City of Desoto	General Fund, Permit Fees	
City of Leslie	General Fund, Permit Fees	

 How will the strategy change the previous arrangement 	for providing and/or fundin	g this service within the county?
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The funding of this service does not constitute a duplication of services. Sumter County provides this service to the unincorporated areas of Sumter County only.

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

Agreement Name	Contracting Parties	Effective and Ending Dates	
Intergovernmental Agreement	Sumter Co. and the City of Andersonville, Ga	08/16/2011 - 1 yr auto renew	
For Building Code Inspections	Sumter Co. and the City of DeSoto, Ga	08/16/2011 - j1 yr auto renew	
And Enforcement			

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?

Currently, Sumter County and the Cities of Americus each have building inspection, code enforcement and zoning in place. The cities of Plains and Leslie have zoning in place.

Sumter County provides building inspections, code enforcement and permitting for the cities of Leslie and Plains.

A copy of the Sumter County Land Use Ordinance is attached.

- 7. Person completing form: **Bill Twomey, Chief Administrative Officer**Phone number: **229-928-4500**Date completed: March 13, 2018
- 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 SUMTER

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF SUMTER COUNTY AND THE CITY OF ANDERSONVILLE FOR BUILDING CODE INSPECTIONS AND ENFORCEMENT

WITNESSETH:

WHEREAS, Sumter and ANDERSONVILLE are authorized to enter into intergovernmental agreements pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia regarding the provision of services which they are each by law authorized to undertake or provide; and

WHEREAS, O.C.G.A. § 8-2-25 provides that certain codes are applicable on a State-wide basis in both municipalities and counties; and

WHEREAS, the codes which are applicable on a State-wide basis include the Standard Building Code (SBCCI); the National Electric Code as published by the National Fire Protection Association; the Standard Gas Code (SBCCI); the Standard Mechanical Code (SBCCI); the Georgia State Plumbing Code or the Standard Plumbing Code (SBCCI); the Council of American Building Officials 1-and 2- Family Dwelling Code, with the exception of Part B - Plumbing (Chapters 20-25 of said Code); Georgia State Energy Code for Buildings as adopted by the State Building Administrative Board pursuant to Act approved April 10, 1978, as such code exists on September 30, 1991; and the Standard Fire Prevention Code (SBCCI); and

WHEREAS, in order to enforce said codes, ANDERSONVILLE requires the services of a Building Inspector with expertise in code inspection and enforcement pursuant to such codes; and

WHEREAS, ANDERSONVILLE does not require a Building Inspector on a full-time basis; and

WHEREAS, Sumter employs a full-time Building Inspector who is available on a part-time basis for undertaking code compliance and enforcement inspections within the City limits of ANDERSONVILLE.

NOW THEREFORE, in consideration of the promises and premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Building Inspector hired and retained by Sumter shall also serve as the Building Inspector/Code Enforcement Officer for ANDERSONVILLE.

prompting the prompting of a suppression of the sup

- All applications for inspections within the city limits of ANDERSONVILLE shall be made at the Sumter County Code Enforcement Office located at the Sumter County Courthouse, Monday through Friday, during normal business hours.
- 3. The inspection fees shall be the same inspection fees that are charged by Sumter for all inspections pursuant to its current Schedule of Fees. Said fees shall be paid to the Code Enforcement Office of Sumter County, and the payment of the fees shall be the complete payment for the inspection of buildings and dwellings in ANDERSONVILLE. Said fees shall be the property of Sumter, and there shall be no other costs or expenses due from or paid by ANDERSONVILLE.
- 4. The inspections shall be scheduled by the Code Enforcement Office of Sumter County with other routine inspections done by the Code Enforcement Office as deemed appropriate by the Code Enforcement Office.
- 5. In the event ANDERSONVILLE requests a copy of any applications or inspection reports, ANDERSONVILLE will pay the normal and customary costs for making copies charged by the Code Enforcement Office of Sumter

County for each copy, and the cost of any postage in the event the applications or reports are mailed to ANDERSONVILLE.

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- 6. The Code Enforcement Office will be allowed to enforce all Sumter County
 Ordinances within the municipal corporate limits of Andersonville,
 pertaining to building inspection, the Andersonville nuisance ordinance and
 enforcement of all codes as set forth herein above. Any violations within the
 City shall be brought in the Magistrate Court of Sumter County, Georgia for
 adjudication and will be prosecuted by Sumter County, Georgia. Any fines
 levied and/or paid shall remain with Sumter County
- 7. This agreement shall become effective as of the date it is signed by both governing bodies, and shall continue in full force and effect until June 1, 2012. The agreement will automatically renew for a successive one (1) year term, unless one of parties gives the other party a notice of their intention not to renew the agreement within ninety (90) days prior to the date the agreement terminates.
- 8. This Agreement constitutes the entire Agreement between the parties hereto, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall

be binding upon any party hereto.

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

BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA

BY:

ATTEST:

CITY OF ANDERSONVILLE

BY:

ATTEST:

Acting Clerk

STATE OF GEORGIA

COUNTY OF SUMTER

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF SUMTER COUNTY AND THE CITY OF DESOTO FOR BUILDING CODE INSPECTIONS AND ENFORCEMENT

THIS	AGREEMEN	NT, entered	linto	effective	as (of the	e	day	of
,	, 20	_, by and b	etweer	the BOA	RD (OF C	OMMISS	[ONE]	RS
OF SUMTE	R COUNTY,	hereinafter	referr	ed to as "S	Sumte	er", ai	nd THE C	CITY (ЭF
DESOTO, a	Georgia muni	cipal corpor	ration,	hereinafte	er refe	erred 1	to as "Des	oto".	

WITNESSETH:

WHEREAS, Sumter and Desoto are authorized to enter into intergovernmental agreements pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia regarding the provision of services which they are each by law authorized to undertake or provide; and

WHEREAS, <u>O.C.G.A</u>. §8-2-25 provides that certain codes are applicable on a State-wide basis in both municipalities and counties; and

WHEREAS, the codes which are applicable on a State-wide basis include the Standard Building Code (SBCCI); the National Electric Code as published by the National Fire Protection Association; the Standard Gas Code (SBCCI); the Standard Mechanical Code (SBCCI); the Georgia State Plumbing Code or the

Standard Plumbing Code (SBCCI); the Council of American Building Officials 1-and 2- Family Dwelling Code, with the exception of Part B - Plumbing (Chapters 20-25 of said Code); Georgia State Energy Code for Buildings as adopted by the State Building Administrative Board pursuant to Act approved April 10, 1978, as such code exists on September 30, 1991; and the Standard Fire Prevention Code (SBCCI); and

WHEREAS, in order to enforce said codes, Desoto requires the services of a Building Inspector with expertise in code inspection and enforcement pursuant to such codes; and

WHEREAS, Desoto does not require a Building Inspector on a full-time basis; and

WHEREAS, Sumter employs a full-time Building Inspector who is available on a part-time basis for undertaking code compliance and enforcement inspections within the City limits of Desoto.

NOW, THEREFORE, in consideration of the premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

 The Building Inspector hired and retained by Sumter shall also serve as the Building Inspector/Code Enforcement Officer for Desoto.

- All applications for inspections within the city limits of Desoto shall be made at the Sumter County Code Enforcement Office located at the Sumter County Courthouse, Monday through Friday, during normal business hours.
- 3. The inspection fees shall be the same inspection fees that are charged by Sumter for all inspections pursuant to the then current Schedule of Fees and said fees shall be paid to the Code Enforcement Office of Sumter County, and the payment of the fees shall be the complete payment for the inspection of property in Desoto, and the fees shall be the property of Sumter, and there shall be no other costs or expenses due or paid by Desoto.
- 4. The inspections shall be scheduled by the Code Enforcement Office of Sumter County with other routine inspections done by the Code Enforcement Office.
- 5. In the event Desoto has a need for a copy of any applications or inspection reports, Desoto will pay the same cost for making copies as is charged by the Code Enforcement Office of Sumter County for each copy, and the cost of any postage in the event the applications or reports are mailed to Desoto.
- 6. This agreement shall become effective as of the date it is signed by both governing bodies, and shall continue in full force and effect until December 31, 20 . The agreement will automatically renew for a successive one

- (1) year term, unless one of parties gives the other party a notice of their intention not to renew the agreement within ninety (90) days prior to the date the agreement terminates.
- 7. This Agreement constitutes the entire Agreement between the parties hereto, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

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

BOARD OF COMMISSIONERS OF SUMTER COUNTY, GEORGIA
BY:
ATTEST:
CITY OF DESOTO
BY:
ATTEST:

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FORM 2: Summary of Service Delivery Arrangements

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Answer each question below, attaching additional pages as neces should be reported to the Department of Community Affairs.	ssary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:SUMTER	Service:Road and Bridge Construction & Maintenance
Check <u>one</u> box that best describes the agreed upon	on delivery arrangement for this service:
a.) Service will be provided countywide (i.e., ind (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) Service will be provided only in the unincorp checked, identify the government, authority or organized or control of the	porated portion of the county by a single service provider. (If this box is anization providing the service.):
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice:	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
 d.) ☐ One or more cities will provide this service of service in unincorporated areas. (If this box is check service.): 	only within their incorporated boundaries, and the county will provide the cked, identify the government(s), authority or organization providing the
e.) Other (If this box is checked, attach a legib identify the government, authority, or other organiza County; Leslie; Plains; Andersonville; DeSoto	ele map delineating the service area of each service provider, and ation that will provide service within each service area.): Sumter
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
⊠No	
If these conditions will continue under this strategy, at overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be expressed to the condition of the control of the condition of the conditions will continue under this strategy, and overlapping but higher levels of service (See O.C.G.A.A.).	ttach an explanation for continuing the arrangement (i.e., A. 36-70-24(1)), overriding benefits of the duplication, or reasons that eliminated).
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, <u>attach an implementation schedule</u> listing each step or action that and the agreed upon deadline for completing it.

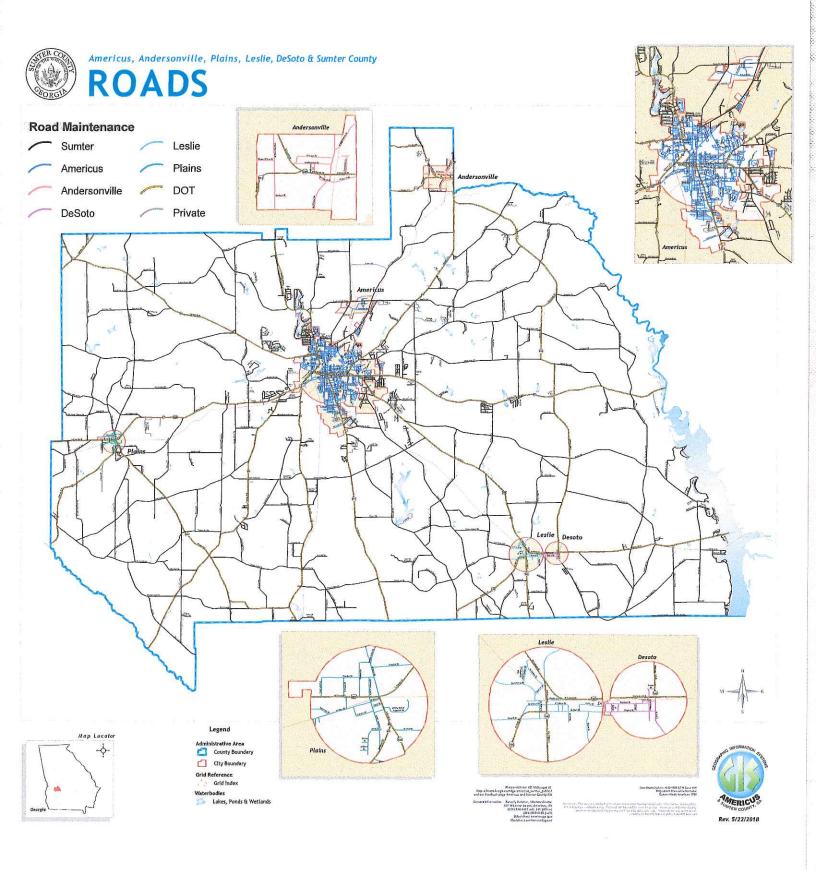
Page 1 of 2

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.).

Local Government or Authority	Funding Method
Sumter County	General Funds, GDOT funds, Splost, TSplost, LMIG, other grants
Ciyt of Americus	General Funds, GDOT funds, Splost, TSplost, LMIG, other grants
City of Plains	General Funds, GDOT funds, Splost, TSplost, LMIG, other grants
City of Leslie	General Funds, GDOT funds, Splost, TSplost, LMIG, other grants
City of Andersonville	General Funds, GDOT funds, Splost, TSplost, LMIG, other grants
City of Desoto	General Funds, GDOT funds, Splost, TSplost, LMIG, other grants

City of Lessie School, Topiost, Living, Other grants			
City of Andersonville General Funds, GDOT funds, Splost, TSplost, LMIG, other grants			
City of Desoto General Funds, GDOT funds, Splost, TSplost, LMIG, other grants			
4. How will the strategy change the pr	revious arrangements for providing and/or fundi	ng this service within the county?	
Updated service areas.			
this service:	eements or intergovernmental contracts that wil		
Agreement Name	Contracting Parties	Effective and Ending Dates	
6. What other mechanisms (if any) will acts of the General Assembly, rate of	I be used to implement the strategy for this serv or fee changes, etc.), and when will they take ef	rice (e.g., ordinances, resolutions, local fect?	
ж			
7. Person completing form: Bill Twom Phone number: 229-928-4500	ney, Chief Administrative Officer Date completed: March 13, 2018		
Is this the person who should be co projects are consistent with the serv	ntacted by state agencies when evaluating whe rice delivery strategy? ⊠Yes ⊡No	ther proposed local government	
If not, provide designated contact pe	erson(s) and phone number(s) below:		









FORM 2: Summary of Service Delivery Arrangements

ln	ctr	icti.	ons:

Make copies of this form and complete one for each service li Answer each question below, attaching additional pages as neces should be reported to the Department of Community Affairs.	isted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:SUMTER	Service:Solid Waste Disposal & Collection
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
 a.) Service will be provided countywide (i.e., including the government, aut) 	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is inization providing the service.):
provided in unincorporated areas. (If this box is che	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the of Plains, City of Leslie, City of Andersonville, City of Desoto.
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.): Type Name of Government, Authority of	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the or Organization Here
e.)	le map delineating the service area of each service provider, and ation that will provide service within each service area.): Type Name of
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
⊠No	
If these conditions will continue under this strategy, <u>at</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.
	Page 1 of 2

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.).

Local Government or Authority	Funding Method
Sumter County	User Fees
Ciyt of Americus	User Fees
City of Plains	User Fees
City of Leslie	User Fees
City of Andersonville	User Fees
City of Desoto	User Fees

. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
City of Andersonville now provides this service through a private contractor.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Sumter County and the Cities of Americus, Leslie and Desoto contract with the Crisp County Solid Waste Management Authority to collect and dispose of residential solid waste. Residents of unicorporated Sumter County are billed solid waste fees on an annual basis. The cities of Leslie, Americus, Plains and Desoto provide solid waste billing to their residents.

The Cities of Plains and Andersonville provide solid waste collection through a private contractor.

The Cities of Americus, Plains and Leslie provide yard waste collection service to their residential customers.

- 7. Person completing form: **Bill Twomey, Chief Administrative Officer**Phone number: **229-928-4500**Date completed: March 13, 2018
- 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:







FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service li Answer each question below, attaching additional pages as neces should be reported to the Department of Community Affairs.	isted on FORM 1, Section IV. Use <u>EXACTLY the same service names listed on FORM 1</u> . sary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:SUMTER	Service: Transit System
Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. hority or organization providing the service.):
b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is nization providing the service.):
c.) One or more cities will provide this service of provided in unincorporated areas. (If this box is cheservice: City of Americus	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
e.) Other (If this box is checked, attach a legible identify the government, authority, or other organization)	le map delineating the service area of each service provider, and ation that will provide service within each service area.):
2. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
⊠No	
If these conditions will continue under this strategy, <u>af</u> overlapping but higher levels of service (See O.C.G.A overlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).
If these conditions will be eliminated under the strateg will be taken to eliminate them, the responsible party	gy, attach an implementation schedule listing each step or action that and the agreed upon deadline for completing it.
	Page 1 of 2

SDS FORM 2, continued	SDS	FORM	2. con	tinued
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 List each government or author enterprise funds, user fees, ger fees, bonded indebtedness, etc 	rity that will help to pay for this service and indicat neral funds, special service district revenues, hote .).	te how the service will be funded (e.g., el/motel taxes, franchise taxes, impact
Local Government or Author	rity Funding	Method
City of Americus	General Fund; User Fees	
4. How will the strategy change th	ne previous arrangements for providing and/or fun	ding this service within the county?
Service is now provided by a thin	d-party private contractor	
List any formal service delivery this service:	agreements or intergovernmental contracts that v	will be used to implement the strategy for
Agreement Name	Contracting Parties	Effective and Ending Dates
	1	
6. What other mechanisms (if any acts of the General Assembly, r) will be used to implement the strategy for this se ate or fee changes, etc.), and when will they take	ervice (e.g., ordinances, resolutions, local effect?
Service is now provided by a thir	d-party private contractor	
7. Person completing form: Bill Tv Phone number: 229-928-4500	vomey, Chief Administrative Officer Date completed: March 13, 2018	
8. Is this the person who should be projects are consistent with the	e contacted by state agencies when evaluating wl service delivery strategy?	hether proposed local government
If not, provide designated contact	ct person(s) and phone number(s) below:	
· 2		







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.

S	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:SUMTER	Service:Waste Water
1	. Check <u>one</u> box that best describes the agreed upo	on delivery arrangement for this service:
	a.) Service will be provided countywide (i.e., inc (If this box is checked, identify the government, aut	cluding all cities and unincorporated areas) by a single service provider. thority or organization providing the service.):
	b.) Service will be provided only in the unincorp checked, identify the government, authority or orga	porated portion of the county by a single service provider. (If this box is unization providing the service.):
	c.)	only within their incorporated boundaries, and the service will not be ecked, identify the government(s), authority or organization providing the
	d.) One or more cities will provide this service of service in unincorporated areas. (If this box is check service.):	only within their incorporated boundaries, and the county will provide the ked, identify the government(s), authority or organization providing the
	e.) 🖂 Other (If this box is checked, attach a legible identify the government, authority, or other organization Americus; City of Plains; City of Andersonville	le map delineating the service area of each service provider, and ation that will provide service within each service area.): City of
	NOTE: Due to the attached map's small scale, of larger map is available for review upon request.	distinguishing features could be difficult to determine. However, a
2	. In developing this strategy, were overlapping service identified?	ce areas, unnecessary competition and/or duplication of this service
	☐ Yes (if "Yes," you must attach additional docume	entation as described, below)
	⊠No	
0	these conditions will continue under this strategy, <u>at</u> verlapping but higher levels of service (See O.C.G.A verlapping service areas or competition cannot be el	ttach an explanation for continuing the arrangement (i.e., a. 36-70-24(1)), overriding benefits of the duplication, or reasons that liminated).

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

enterprise funds, user fees, general fu	nds, special service district revenues, hotel/motel ta	
fees, bonded indebtedness, etc.).		
Local Government or Authority	Funding Method	
City of Americus	User Fees	
City of Plains	General Funds, User Fees	
City of Andersonville	General Funds, User Fees	
		9
a	8	
Updated service areas	ious arrangements for providing and/or funding this	
Agreement Name	Contracting Parties	Effective and Ending Dates
3	30.1.1.101.1.g . 11.1100	Endouve and Linding Dates
	2	

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?

Sumter County does not operate a public sewerage system. Sumter County has no plans to provide this service.

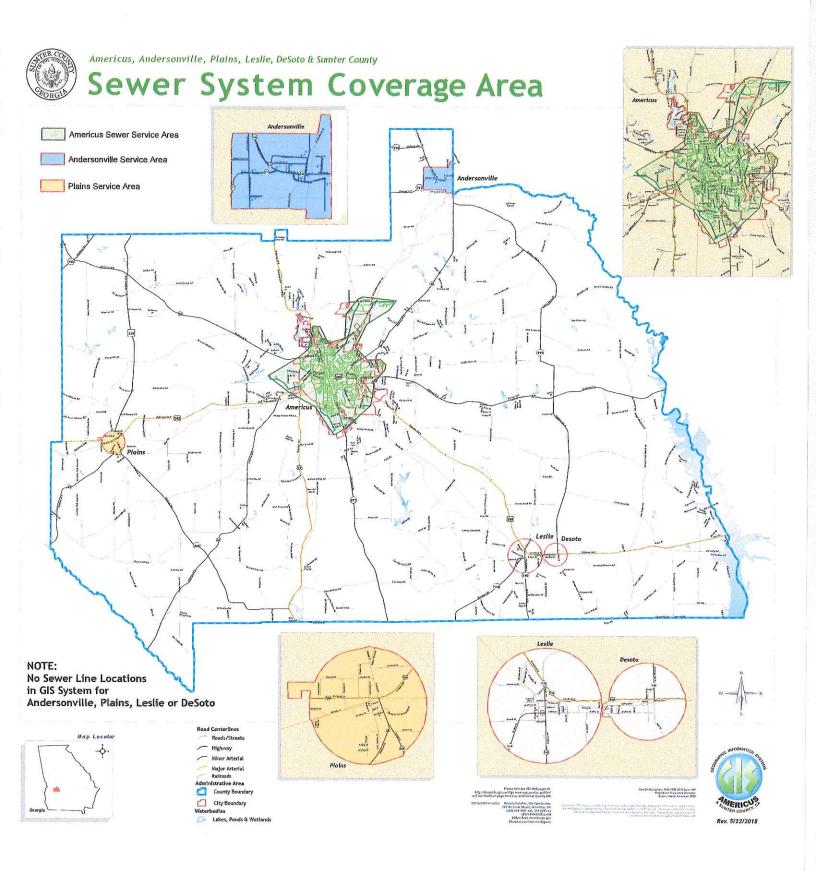
The City of Americus provides a waste water sewerage system for its residents located within the incorporated area. The City of Americus also provides public sewerage system service to limited unincorporated areas surrounding the city limits.

The City of Plain and the City of Andersonville provide waste water sewer system to their residents.

The Cities of Leslie and Desoto do not provide residents with public sewerage.

- 7. Person completing form: **Bill Twomey, Chief Administrative Officer**Phone number: **229-928-4500**Date completed: March 13, 2018
- 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:









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 necesshould be reported to the Department of Community Affairs.	essary. If the contact person for this service (listed at the bottom of the page) changes, this
COUNTY:SUMTER	Service:Water Distribution and Treatment Systems
Check <u>one</u> box that best describes the agreed up	oon delivery arrangement for this service:
a.) Service will be provided countywide (i.e., in (If this box is checked, identify the government, as	ncluding all cities and unincorporated areas) by a single service provider uthority or organization providing the service.):
b.) Service will be provided only in the uninconchecked, identify the government, authority or org	rporated portion of the county by a single service provider. (If this box is panization providing the service.):
c.) One or more cities will provide this service provided in unincorporated areas. (If this box is characteristics)	only within their incorporated boundaries, and the service will not be necked, identify the government(s), authority or organization providing the
d.) One or more cities will provide this service service in unincorporated areas. (If this box is che service.):	only within their incorporated boundaries, and the county will provide the ecked, identify the government(s), authority or organization providing the
e.) 🗵 Other (If this box is checked, attach a leginal identify the government, authority, or other organizations; City of Leslie; City of Les	ble map delineating the service area of each service provider, and zation that will provide service within each service area.): City of f Andersonville; City of DeSoto; Schley County
NOTE: Due to the attached map's small scale, larger version of the map is availabe for review	distinguising features may be difficult to determine. However, a v upon request.
In developing this strategy, were overlapping servidentified?	vice areas, unnecessary competition and/or duplication of this service
☐ Yes (if "Yes," you must attach additional docum	nentation as described, below)
⊠No	
If these conditions will continue under this strategy, overlapping but higher levels of service (See O.C.G.	attach an explanation for continuing the arrangement (i.e., 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.).

Local Government or Authority	Funding Method	
City of Americus	User Fees	
City of Plains	General Funds, User Fees	
City of Leslie	General Funds, User Fees	
City of Andersonville	General Funds, User Fees	
City of Desoto	General Funds, User Fees	
Schley County	General Funds, User Fees	

4. Ho	w will the strategy	change the previous	arrangements for	providing and/or t	funding this service withir	the county?
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Updated service areas	U	pdated	service	areas
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5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Contracting Parties	Effective and Ending Da
	Contracting Parties

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?

Sumter County does not own or operate any water systems in the unincorporated areas of the County. Residents of a limited area in eastern Sumter County are provided water service through Crisp County Water Authority. Sumter County has agreed that Schley County will provide potable treated water to residential and non-residential development in Sumter County throughout the northern section of the County (see map).

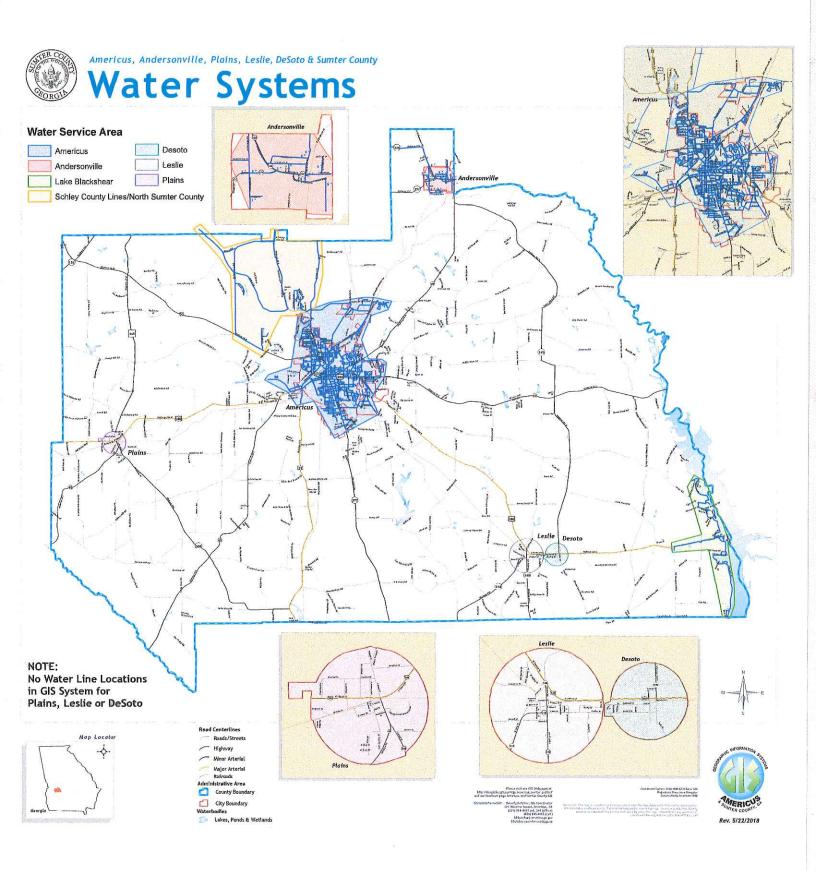
The City of Americus provides potable treated water to residential and non-residential development located within the city limits. The City of Americus also provides potable treated water to limited areas of the surrounding unincorporated areas of the County.

The City of Plains provides potable treated water to residential and non-residential development located within the city limits. The City of Plains also provides potable treated water to limited areas of the surrounding unincorporated areas of the County. The City of Plains also provides sewer service to limited areas of the surrounding unincoporated areas of the County. (See map)

The City of Leslie provides potable treated water to residential and non-residential development located within the city limits only. No water lines exist outside the city limits.

The City of Andersonville provides potable treated water to residential and non-residential development located with the city limits. The City of Andersonville also provides potable water to limited areas of the surrounding unincorporated areas of the County.

7. Person completing form: Bill Twomey, Chief Administrative Officer Phone number: 229-928-4500 Date completed: March 13, 2018						
Is this the pe projects are	erson who should be co	ontacted by state ager vice delivery strategy?	ncies when evalua ⊠Yes ⊡No	ating whether prop	oosed local	government
lf not, provid	le designated contact p	erson(s) and phone n	umber(s) below:			
	6					









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.

Community Affairs.	should be reported to the Department of
COUNTY:SUMTER COUNTY, GEORGIA	,
What incompatibilities or conflicts between the land use plans of local governments we developing the service delivery strategy? NONE	ere identified in the process of
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.) If "other measures" was checked, describe these measures:	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.
3. What policies, procedures and/or processes have been established by local government authorities) to ensure that new extraterritorial water and sewer service will be consistent and ordinances? Prior to the initiation of any extension of water and/or sewer services of provider proposing the extension shall notify the affected justisdiction in writing, which shapurpose of the extension and the proposed land use associated with the extension. The 30 calendar days to respond whether that jurisdiction objects or not to the proposal. If no proposing jurisdiction is free to proceed with the extension. If an objection is received by proposing jurisdiction shall have 30 calendar days to either stop the action or agree to implement the affected jurisdiction. Should the proposing jurisdiction disagree with the objections, the mediation process.	with all applicable land use plans utside the existing boundaries, the all include an explanation of the affected jurisdiction will then have objection is received, the the proposing jurisdiction, the plement conditions as put forth by
 4. Person completing form: Bill Twomey, CAO Phone number: 229-928-4500 Date completed: March 6, 2018 5. Is this the person who should be contacted by state agencies when evaluating whether projects are consistent with the service delivery strategy? ☑Yes ☐No If not, provide designated contact person(s) and phone number(s) below: 	r proposed local government







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: SUMTER COUNTY, GA

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));
- 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
SUMTER COUNTY	Board Chairman	Randy Howard	Rang Haven 3-13-245
CITY OF AMERICUS	Mayor	Barry Blount	BB 3-22-18
CITY OF ANDERSONVILLE	Mayor	Marvin Baugh	Main a. Buy 3-26-18
CITY OF DESOTO	Mayor	James Cutts	Games Cutts 3-23-18
CITY OF LESLIE	Mayor	Clint Ledger	Cent Ofryn 3-23-18
CITY OF PLAINS	Mayor	LE Godwin	1 E good = 5 3-15-18

Sumter County Board of Commissioners Resolution Number 2018-062

A RESOLUTION REVISING AND ADOPTING SUMTER COUNTY SERVICE DELIVERY STRATEGY

WHEREAS, Sumter County (County) and the Cities of Americus, Andersonville, De Soto, Leslie and Plains (Cities) did develop and adopt the first Sumter County Service Delivery Strategy (Strategy) in accordance with O.C.G.A. § 36-70-20 in 1999, and

WHEREAS, on occasion of the update of the comprehensive plan by the County and the Cities in 2004, the Strategy was also updated in 2004 to reflect changes in the delivery of several services, and

WHEREAS, said Strategy was revised in 2008 to reflect changes in delivery of water distribution and treatment services, and revised again in 2010 to reflect changes in delivery of fire protection, and

WHEREAS, now, on the occasion of the update of the comprehensive plan, having also performed a wholesale review of the Strategy, the County and the Cities have determined that numerous revisions are required in said Strategy to accurately reflect the preferred future service delivery arrangements for their respective services, and

WHEREAS, the duly elected officials of the County and the Cities have herewith reduced said revisions to writing,

NOW, BE IT THEREFORE RESOLVED by the Sumter County Board of Commissioners and the Mayors and Councils of Americus, Andersonville, De Soto, Leslie and Plains, and it is hereby resolved by authority of the same, as follows:

- 1. That the service delivery arrangement for each of the specific services identified and described in the accompanying documents, as if fully incorporated herein verbatim, are hereby adopted, (to wit: Airport; Ambulance Service; Animal Control & Humane Society; Boys & Girls Club; Cemeteries; Courts; E-911 Emergency Dispatching; Economic Development; Elections, Emergency Management; Fire Protection; National Guard; Health Department; Housing; Jails; Law Enforcement; LEAP; Library; Livestock Sales; Natural Gas Distribution Systems; Parks & Recreation; Planning & Zoning/ Building Inspection / Code Enforcement; Property Tax & Collection; Restaurant; Road & Bridge Maintenance; Solid Waste Disposal & Collection Southwest Georgia Easter Seals; Tourism; Transit System; Waste Water; Water Distribution & Treatment Systems.)
- 2. That the service delivery arrangement for each specific service hereby revised and adopted supersedes and replaces the service delivery arrangement for the corresponding service in the current Strategy, most recently revised in 2010.
- That the chief elected officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to execute the appropriate state certification revising the Strategy,
- 4. That the chief appointed officials of Sumter County, Americus, Andersonville, De

Soto, Leslie and Plains are hereby authorized to attest the signature of their respective chief elected officials on the appropriate state certification revising the Strategy, and

That all necessary documents pertaining hereto be forwarded promptly to the Georgia Department of Community Affairs for verification pursuant to applicable state law and or regulations.

Duly approved in session by:

SUMTER COUNTY BOARD OF COMMISSIONERS

Randy Howard, Chairman dat

Attest:

2 of 2

A RESOLUTION REVISING AND ADOPTING SUMTER COUNTY SERVICE DELIVERY STRATEGY

WHEREAS, Sumter County (County) and the Cities of Americus, Andersonville, De Soto, Leslie and Plains (Cities) did develop and adopt the first Sumter County Service Delivery Strategy (Strategy) in accordance with O.C.G.A. § 36-70-20 in 1999, and

WHEREAS, on occasion of the update of the comprehensive plan by the County and the Cities in 2004, the Strategy was also updated in 2004 to reflect changes in the delivery of several services, and

WHEREAS, said Strategy was revised in 2008 to reflect changes in delivery of water distribution and treatment services, and revised again in 2010 to reflect changes in delivery of fire protection, and

WHEREAS, now, on the occasion of the update of the comprehensive plan, having also performed a wholesale review of the Strategy, the County and the Cities have determined that numerous revisions are required in said Strategy to accurately reflect the preferred future service delivery arrangements for their respective services, and

WHEREAS, the duly elected officials of the County and the Cities have herewith reduced said revisions to writing,

NOW, BE IT THEREFORE RESOLVED by the Sumter County Board of Commissioners and the Mayors and Councils of Americus, Andersonville, De Soto, Leslie and Plains, and it is hereby resolved by authority of the same, as follows:

- 1. That the service delivery arrangement for each of the specific services identified and described in the accompanying documents, as if fully incorporated herein verbatim, are hereby adopted, (to wit: Airport; Ambulance Service; Animal Control & Humane Society; Boys & Girls Club; Cemeteries; Courts; E-911 Emergency Dispatching; Economic Development; Elections, Emergency Management; Fire Protection; National Guard; Health Department; Housing; Jails; Law Enforcement; LEAP; Library; Livestock Sales; Natural Gas Distribution Systems; Parks & Recreation; Planning & Zoning/ Building Inspection / Code Enforcement; Property Tax & Collection; Restaurant; Road & Bridge Maintenance; Solid Waste Disposal & Collection Southwest Georgia Easter Seals; Tourism; Transit System; Waste Water; Water Distribution & Treatment Systems.)
- 2. That the service delivery arrangement for each specific service hereby revised and adopted supersedes and replaces the service delivery arrangement for the corresponding service in the current Strategy, most recently revised in 2010,

That the chief elected officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to execute the appropriate state certification revising the Strategy,
 That the chief appointed officials of Sumter County, Americus, Andersonville, De

That the chief appointed officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to attest the signature of their respective chief elected officials on the appropriate state certification revising the Strategy, and

5. That all necessary documents pertaining hereto be forwarded promptly to the Georgia Department of Community Affairs for verification pursuant to applicable state law and or regulations.

Duly approved in session by:

CITY OF AMERICUS

Barry Bloum, Mayor

date

July Muss 3-20-18
Attest: date

Service Delivery Strategy

A RESOLUTION REVISING AND ADOPTING SUMTER COUNTY SERVICE DELIVERY STRATEGY

WHEREAS, Sumter County (County) and the Cities of Americus, Andersonville, De Soto, Leslie and Plains (Cities) did develop and adopt the first Sumter County Service Delivery Strategy (Strategy) in accordance with O.C.G.A. § 36-70-20 in 1999, and

WHEREAS, on occasion of the update of the comprehensive plan by the County and the Cities in 2004, the Strategy was also updated in 2004 to reflect changes in the delivery of several services, and

WHEREAS, said Strategy was revised in 2008 to reflect changes in delivery of water distribution and treatment services, and revised again in 2010 to reflect changes in delivery of fire protection, and

WHEREAS, now, on the occasion of the update of the comprehensive plan, having also performed a wholesale review of the Strategy, the County and the Cities have determined that numerous revisions are required in said Strategy to accurately reflect the preferred future service delivery arrangements for their respective services, and

WHEREAS, the duly elected officials of the County and the Cities have herewith reduced said revisions to writing,

NOW, BE IT THEREFORE RESOLVED by the Sumter County Board of Commissioners and the Mayors and Councils of Americus, Andersonville, De Soto, Leslie and Plains, and it is hereby resolved by authority of the same, as follows:

- 1. That the service delivery arrangement for each of the specific services identified and described in the accompanying documents, as if fully incorporated herein verbatim, are hereby adopted, (to wit: Airport; Ambulance Service; Animal Control & Humane Society; Boys & Girls Club; Cemeteries; Courts; E-911 Emergency Dispatching; Economic Development; Elections, Emergency Management; Fire Protection; National Guard; Health Department; Housing; Jails; Law Enforcement; LEAP; Library; Livestock Sales; Natural Gas Distribution Systems; Parks & Recreation; Planning & Zoning/ Building Inspection / Code Enforcement; Property Tax & Collection; Restaurant; Road & Bridge Maintenance; Solid Waste Disposal & Collection Southwest Georgia Easter Seals; Tourism; Transit System; Waste Water; Water Distribution & Treatment Systems.)
- 2. That the service delivery arrangement for each specific service hereby revised and adopted supersedes and replaces the service delivery arrangement for the corresponding service in the current Strategy, most recently revised in 2010,

3. That the chief elected officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to execute the appropriate state certification revising the Strategy,

4. That the chief appointed officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to attest the signature of their respective chief elected officials on the appropriate state certification revising the Strategy, and

5. That all necessary documents pertaining hereto be forwarded promptly to the Georgia Department of Community Affairs for verification pursuant to applicable state law and or regulations.

Duly approved in session by:

CITY OF ANDERSONVILLE

Marvin Banah Mayor date

March 26,2018

MOO DUMO

Service Delivery Strategy

A RESOLUTION REVISING AND ADOPTING SUMTER COUNTY SERVICE DELIVERY STRATEGY

WHEREAS, Sumter County (County) and the Cities of Americus, Andersonville, De Soto, Leslie and Plains (Cities) did develop and adopt the first Sumter County Service Delivery Strategy (Strategy) in accordance with O.C.G.A. § 36-70-20 in 1999, and

WHEREAS, on occasion of the update of the comprehensive plan by the County and the Cities in 2004, the Strategy was also updated in 2004 to reflect changes in the delivery of several services, and

WHEREAS, said Strategy was revised in 2008 to reflect changes in delivery of water distribution and treatment services, and revised again in 2010 to reflect changes in delivery of fire protection, and

WHEREAS, now, on the occasion of the update of the comprehensive plan, having also performed a wholesale review of the Strategy, the County and the Cities have determined that numerous revisions are required in said Strategy to accurately reflect the preferred future service delivery arrangements for their respective services, and

WHEREAS, the duly elected officials of the County and the Cities have herewith reduced said revisions to writing,

NOW, BE IT THEREFORE RESOLVED by the Sumter County Board of Commissioners and the Mayors and Councils of Americus, Andersonville, De Soto, Leslie and Plains, and it is hereby resolved by authority of the same, as follows:

- 1. That the service delivery arrangement for each of the specific services identified and described in the accompanying documents, as if fully incorporated herein verbatim, are hereby adopted, (to wit: Airport; Ambulance Service; Animal Control & Humane Society; Boys & Girls Club; Cemeteries; Courts; E-911 Emergency Dispatching; Economic Development; Elections, Emergency Management; Fire Protection; National Guard; Health Department; Housing; Jails; Law Enforcement; LEAP; Library; Livestock Sales; Natural Gas Distribution Systems; Parks & Recreation; Planning & Zoning/ Building Inspection / Code Enforcement; Property Tax & Collection; Restaurant; Road & Bridge Maintenance; Solid Waste Disposal & Collection Southwest Georgia Easter Seals; Tourism; Transit System; Waste Water; Water Distribution & Treatment Systems.)
- 2. That the service delivery arrangement for each specific service hereby revised and adopted supersedes and replaces the service delivery arrangement for the corresponding service in the current Strategy, most recently revised in 2010,

- 3. That the chief elected officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to execute the appropriate state certification revising the Strategy,
- 4. That the chief appointed officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to attest the signature of their respective chief elected officials on the appropriate state certification revising the Strategy, and
- 5. That all necessary documents pertaining hereto be forwarded promptly to the Georgia Department of Community Affairs for verification pursuant to applicable state law and or regulations.

Duly approved in session by:

СИЧ OF De SOTO

James Cutts Mayor

J d

Attest:

date

Service Delivery Strategy

Danielle Bertins

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A RESOLUTION REVISING AND ADOPTING SUMTER COUNTY SERVICE DELIVERY STRATEGY

WHEREAS, Sumter County (County) and the Cities of Americus, Andersonville, De Soto, Leslie and Plains (Cities) did develop and adopt the first Sumter County Service Delivery Strategy (Strategy) in accordance with O.C.G.A. § 36-70-20 in 1999, and

WHEREAS, on occasion of the update of the comprehensive plan by the County and the Cities in 2004, the Strategy was also updated in 2004 to reflect changes in the delivery of several services, and

WHEREAS, said Strategy was revised in 2008 to reflect changes in delivery of water distribution and treatment services, and revised again in 2010 to reflect changes in delivery of fire protection, and

WHEREAS, now, on the occasion of the update of the comprehensive plan, having also performed a wholesale review of the Strategy, the County and the Cities have determined that numerous revisions are required in said Strategy to accurately reflect the preferred future service delivery arrangements for their respective services, and

WHEREAS, the duly elected officials of the County and the Cities have herewith reduced said revisions to writing,

NOW, BE IT THEREFORE RESOLVED by the Sumter County Board of Commissioners and the Mayors and Councils of Americus, Andersonville, De Soto, Leslie and Plains, and it is hereby resolved by authority of the same, as follows:

- That the service delivery arrangement for each of the specific services identified and described in the accompanying documents, as if fully incorporated herein verbatim, are hereby adopted, (to wit: Airport; Ambulance Service; Animal Control & Humane Society; Boys & Girls Club; Cemeteries; Courts; E-911 Emergency Dispatching; Economic Development; Elections, Emergency Management; Fire Protection; National Gnard; Health Department; Housing; Jails; Law Enforcement; LEAP; Library; Livestock Sales; Natural Gas Distribution Systems; Parks & Recreation; Planning & Zoning/ Building Inspection / Code Enforcement; Property Tax & Collection; Restaurant; Road & Bridge Maintenance; Solid Waste Disposal & Cellection Southwest Georgia Easter Seals; Tourism; Transit System; Waste Water; Water Distribution & Treatment Systems.)
- That the service delivery arrangement for each specific service hereby revised and adopted supersedes and replaces the service delivery arrangement for the corresponding service in the current Strategy, most recently revised in 2010,

- That the chief elected officials of Sunter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to execute the appropriate state certification revising the Strategy,
- 4. That the chief appointed officials of Sumter County, Americus, Andersonville; De Soto, Leslie and Plains are hereby authorized to attest the signature of their respective chief elected officials on the appropriate state certification revising the Strategy, and
- 5. That all necessary documents pertaining hereto be forwarded promptly to the Georgia Department of Community Affairs for verification pursuant to applicable state law and or regulations.

Duly approved in session by:

CITY AFT EST IE

Clint Di Ledger Mayor

date

Attest: Res 3-23-18

Service Delivery Strategy

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WHEREAS, on occasion of the update of the comprehensive plan by the County and the Cities in 2004, the Strategy was also updated in 2004 to reflect changes in the delivery of several services,

WHEREAS, said Strategy was revised in 2008 to reflect changes in delivery of water distribution and treatment services, and revised again in 2010 to reflect changes in delivery of fire protection,

WHEREAS, now, on the occasion of the update of the comprehensive plan, having also performed a wholesale review of the Strategy, the County and the Cities have determined that numerous revisions are required in said Strategy to accurately reflect the preferred future service delivery arrangements for their respective services, and

WHEREAS, the duly elected officials of the County and the Cities have herewith reduced said revisions to writing.

NOW, BE IT THEREFORE RESOLVED by the Sumter County Board of Commissioners and the Mayors and Councils of Americus, Andersonville, De Soto, Leslie and Plains, and it is hereby resolved by authority of the same, as follows:

That the service delivery arrangement for each of the specific services identified and 1. described in the accompanying documents, as if fully incorporated herein verbatim, are hereby adopted, (to wit: Airport; Ambulance Service; Animal Control & Humane Society; Boys & Girls Club; Cemeteries; Courts; E-911 Emergency Dispatching; Economic Development; Elections, Emergency Management; Fire Protection; National Guard; Health Department; Housing; Jails; Law Enforcement; LEAP; Library; Livestock Sales; Natural Gas Distribution Systems; Parks & Recreation; Planning & Zoning/ Building Inspection / Code Enforcement; Property Tax & Collection; Restaurant; Road & Bridge Maintenance; Solid Waste Disposal & Collection Southwest Georgia Easter Seals; Tourism; Transit System; Waste Water, Water Distribution & Treatment Systems.)

That the service delivery arrangement for each specific service hereby revised and 2. adopted supersedes and replaces the service delivery arrangement for the corresponding

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service in the current Strategy, most recently revised in 2010,

That the chief elected officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to execute the appropriate state certification revising the Strategy,
 That the chief appropriate description of the chief appropriate state certification

First the chief appointed officials of Sumter County, Americus, Andersonville, De Soto, Leslie and Plains are hereby authorized to attest the signature of their respective chief elected officials on the appropriate state certification revising the Strategy, and

5. That all necessary documents pertaining hereto be forwarded promptly to the Georgia Department of Community Affairs for verification pursuant to applicable state law and or regulations.

Duly approved in session by: Plaine Mayor and Council at March 15, 2018 Council Meeting

CITY OF PLAINS

2 E Godwin; III, Mayor date

Daniar Windlam 3/15/18

