



**SERVICE DELIVERY STRATEGY**

**FORM 1**

COUNTY: **GLASCOCK**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county 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.)

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

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.

8. Email the completed forms and any attachments as .pdf attachments to: [pemd.opgga@dca.ga.gov](mailto:pemd.opgga@dca.ga.gov), or mail the completed forms along with any attachments to:

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**  
**OFFICE OF PLANNING AND QUALITY GROWTH**  
**60 Executive Park South, N.E.**  
**Atlanta, Georgia 30329**

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN OFFICIAL UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS 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.

Gibson  
Mitchell  
Edgehill  
GlascocK County  
GlascocK County Industrial Development Authority (IDA)  
McDuffie County

**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 can continue as previously agreed with no need for modification.

Wastewater Treatment  
Recreation Programs  
Emergency Medical Service  
Mental Health  
Family Health  
Electricity  
Bridge and Road Repair

**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.

Animal Control (service removed)  
Economic Development (added)  
911 Emergency Service  
Fire Protection  
Health Screening Services (Health Department)  
Hospital (service removed)  
Police (service removed)  
Senior Citizen's Programs  
Sheriff Law Enforcement  
Storm Water (service added)  
Waste Disposal  
Water Distribution  
Water Treatment



**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 III.** 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: GLASCOCK**

**Service: 911 EMERGENCY SERVICE**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **McDuffie County**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Glascocock County	General Revenue and E-911 Fees

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

Changed service provider; Added funding method

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
NA		

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671**



**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 III.** 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: GLASCOCK**

**Service: ECONOMIC DEVELOPMENT**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Glascok County Industrial Development Authority (IDA)**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Glascock County	General Funds
Glascock County IDA	SPLOST and Grant Funds

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

Added funding methods

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Intergovernmental Agreement	Glascock County, Mitchell, Gibson, Edgehill	July 7, 2020 - TBD

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671**



**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 III.** 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: GLASCOCK**

**Service: FIRE PROTECTION**

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

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

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Gibson, Glascock County, and Mitchell; Gibson and Glascock County have a joint fire department**

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
GlascocK County	General Funds and SPLOST
City of Gibson	General Funds and SPLOST
Town of Mitchell	General Funds and SPLOST
City of EdgeHill	General Funds and SPLOST

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

Added funding methods, agreements and map; changed the service delivery arrangement response (#1)

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	GlascocK County, Mitchell, Gibson, Edgehill	July 7, 2020 - TBD
Automatic Aid Agreement	GlascocK County, Mitchell	January 20, 2016 - TBD

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:

**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671; GREGG KELLEY, CITY OF GIBSON, 706-598-3900; GAIL BERRY, TOWN OF MITCHELL, 706-598-2004; AND DEWEY BELCHER, CITY OF EDGEHILL, 706-598-0244**

**EXPLANATION FOR CONTINUING ARRANGEMENT:** The fire protection service contains overlapping service areas for Mitchell and GlascocK County. However, this provides a higher level of service.

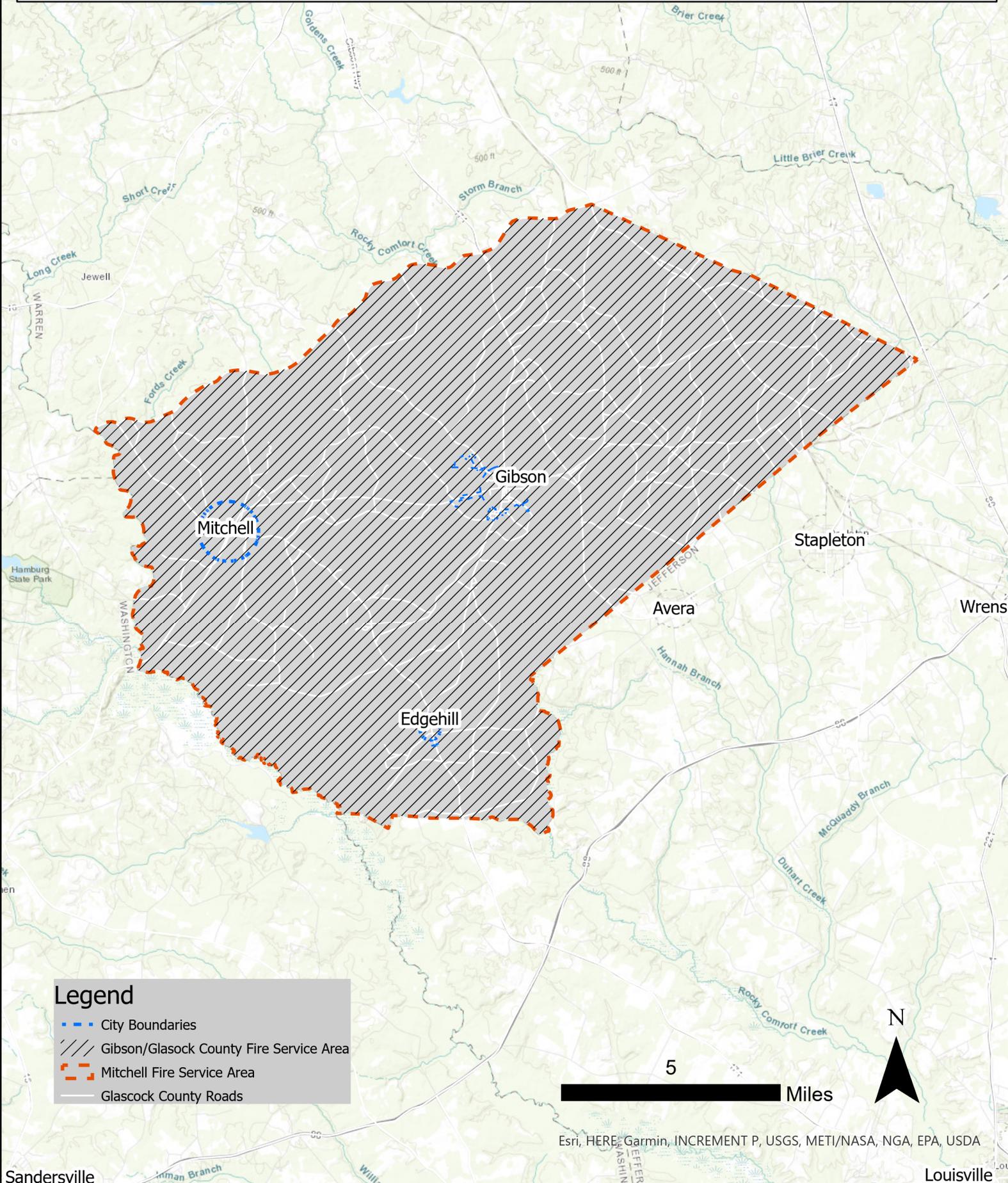
## **Fire Protection**

### **Explanation for Continuing Arrangement**

The fire protection service contains overlapping service areas for the Mitchell and Glascock County fire departments. However, this provides a higher level of service. The two departments have an automatic aid agreement for a dual response area and simultaneous response by both departments.

# FIRE SERVICE AREAS IN GLASCOCK COUNTY

September 2020



## **AUTOMATIC AID AGREEMENT**

This AUTOMATIC AID AGREEMENT ("Agreement") is entered into this 20th day of January, 2016 by and between the City of Mitchell and the County of Glascock, Georgia

### **DUAL RESPONSE AREA**

1. **Dual Response Area - Geographic Limits.** This Agreement shall apply to all incidents requiring the need of a fire department, including structure fires in residential, commercial, recreational and rural properties, reported hazardous materials incidents, smoke or odor investigations, motor vehicle crashes (with or without injuries) and any other incident ("Emergency Incidents") where the first response is provided by a local fire department. This Agreement applies to all Emergency Incidents received by the McDuffie County Communications Center for addresses or occupancies within the County of Glascock, Georgia.

Note: For purposes of this Agreement, the boundary any address or location within the county lines.

2. **Situations Where Aid is Provided.** All calls for fire within the defined automatic aid agreement area shall result in an automatic, simultaneous response from both the Mitchell City and Glascock County Fire Departments. To accomplish this, the McDuffie County Communications Center shall simultaneously dispatch both the Mitchell City and Glascock County Fire Departments. This automatic 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 and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

### **AUTOMATIC AID ENGINE COMPANY RESPONSE**

As part of this Agreement, both Mitchell and Glascock County Fire Departments will respond when available with a staffed engine company to all reported or confirmed structure fires at locations within either departments fire district. The dispatch of the auto-aid engine company will be made with the initial dispatch to the reported fire by the McDuffie County Communications Center.

**PERSONNEL AND EQUIPMENT**

The Mitchell City Fire Chief and the Glascock 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 in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.

**LIABILITY/INDEMNIFICATION**

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 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.

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**

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

**PRIOR AGREEMENTS**

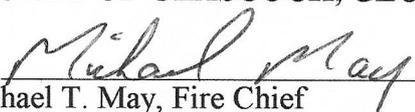
This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

*Automatic Aid Agreement*

**CITY OF MITCHELL, GEORGIA**

By:   
Timothy D. Landrum, Fire Chief

**COUNTY OF GLASCOCK, GEORGIA**

By:   
Michael T. May, Fire Chief



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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**COUNTY: GLASCOCK**

**Service: HEALTH DEPARTMENT**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Glascock County**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Glascok County	General Revenue and State Funds

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

Added a funding method; service name changed

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

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

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671**



**SERVICE DELIVERY STRATEGY**

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**COUNTY: GLASCOCK**

**Service: SENIOR CITIZEN'S PROGRAMS**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Glascock County**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Glascok County	General Revenue and Grant Funds

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

Added funding method

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

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

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671**



**SERVICE DELIVERY STRATEGY**

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**COUNTY: GLASCOCK**

**Service: SHERIFF LAW ENFORCEMENT**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Glascok County**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Glascok County	General Revenue, Grant Funds and SPLOST

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

Cities no longer provide policing; everything is covered by the county; added funding methods.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Intergovernmental Agreement	Glascok County, Mitchell, Gibson, Edgehill	July 7, 2020 - TBD

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671**



**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 III.** 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:GLASCOCK**

**Service:STORM WATER**

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

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

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Gibson	General Funds and Grant Funds
Mitchell	General Funds and Grant Funds
Glascock County	General Funds and Grant Funds

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

Service added to the SDS

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
NA		

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671; GREGG KELLEY, CITY OF GIBSON, 706-598-3900; GAIL BERRY, TOWN OF MITCHELL, 706-598-2004**



**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 III.** 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: GLASCOCK**

**Service: WASTE DISPOSAL**

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

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Glascock County**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Glascock County	General Funds and SPLOST
City of Gibson	General Funds and SPLOST
Town of Mitchell	General Funds
City of Edgehill	General Funds

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

Added funding method for Glascock County and Gibson

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Intergovernmental Agreement	Glascock County, Mitchell, Gibson, Edgehill	July 7, 2020 - TBD

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**

Phone number: **706-210-2000**      Date completed: 09/22/2020

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:

**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671; GREGG KELLEY, CITY OF GIBSON, 706-598-3900; GAIL BERRY, TOWN OF MITCHELL, 706-598-2004; AND DEWEY BELCHER, CITY OF EDGEHILL, 706-598-0244**



**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 III.** 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: GLASCOCK**

**Service: WATER DISTRIBUTION**

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

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

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **City of Gibson, City of Edgehill and Town of Mitchell**

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Gibson	General Funds, User Fees, Grant Funds and SPLOST
Town of Mitchell	General Funds, User Fees, Grant Funds and SPLOST
City of Edgehill	General Funds, User Fees, Grant Funds and SPLOST

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

Added Edgehill as a provider, service area maps, and funding source for all communities

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement	Glascok County, Mitchell, Gibson, Edgehill	July 7, 2020 - TBD

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?

None

7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**GREGG KELLY, CITY OF GIBSON, 706-598-3900; GAIL BERRY, TOWN OF MITCHELL, 706-598-2004 AND DEWEY BELCHER, CITY OF EDGEHILL, 706-598-0244**



**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 III.** 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: GLASCOCK**

**Service: WATER TREATMENT**

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

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

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **City of Gibson, City of Edgehill and Town of Mitchell**

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Gibson	General Funds, User Fees, Grant Funds and SPLOST
Town of Mitchell	General Funds, User Fees, Grant Funds and SPLOST
City of Edgehill	General Funds, User Fees, Grant Funds and SPLOST

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

Added Edgehill as a provider, service area maps, and funding method for all communities

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Intergovernmental Agreement	Glascok County, Mitchell, Gibson, Edgehill	July 7, 2020 - TBD

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?

None

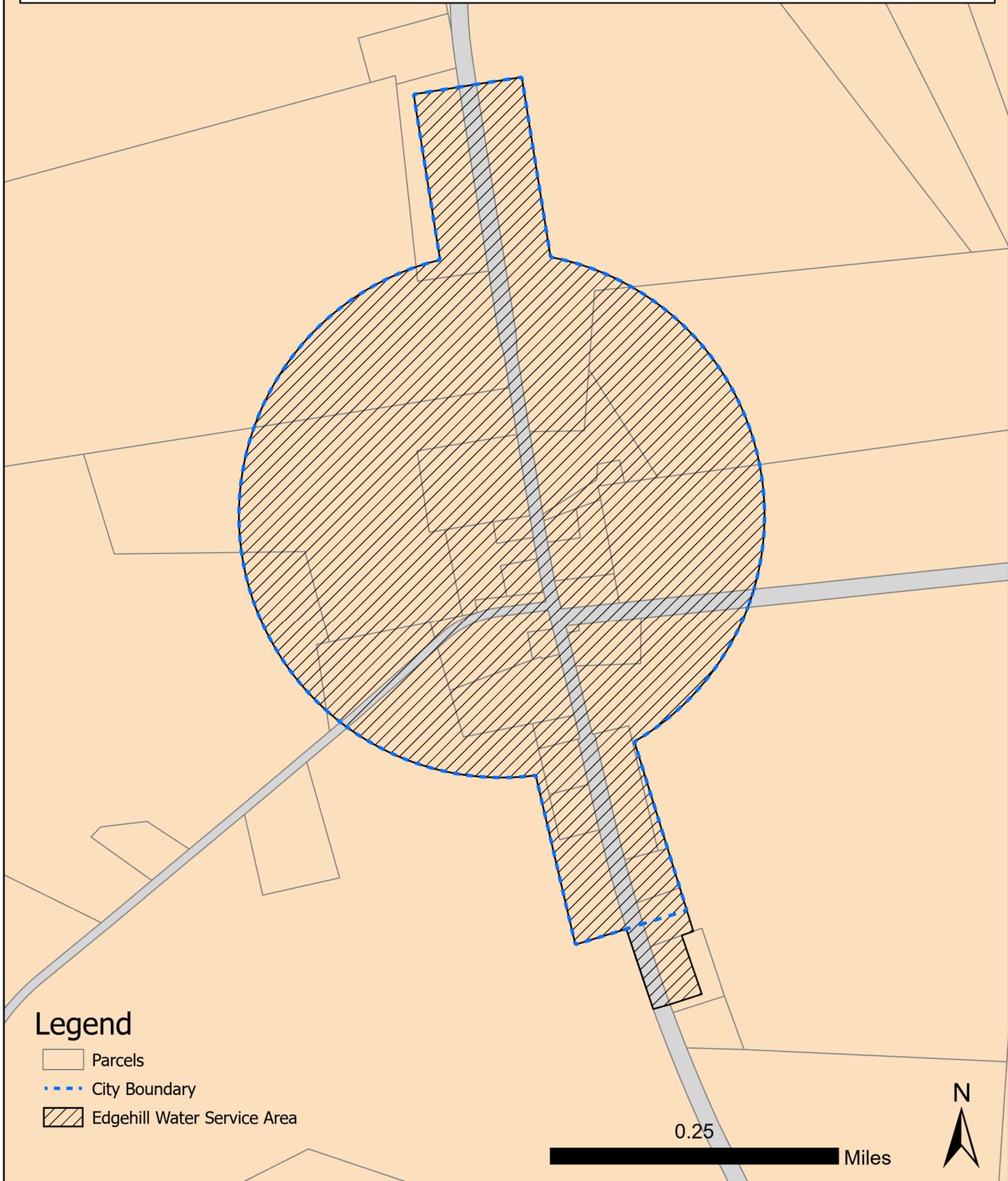
7. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**  
 Phone number: **706-210-2000**      Date completed: 09/22/2020

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:  
**GREGG KELLY, CITY OF GIBSON, 706-598-3900; GAIL BERRY, TOWN OF MITCHELL, 706-598-2004 AND DEWEY BELCHER, CITY OF EDGEHILL, 706-598-0244**

# SERVICE AREA FOR WATER TREATMENT & DISTRIBUTION CITY OF EDGEHILL

May 2020



## Legend

- Parcels
- City Boundary
- Edgehill Water Service Area

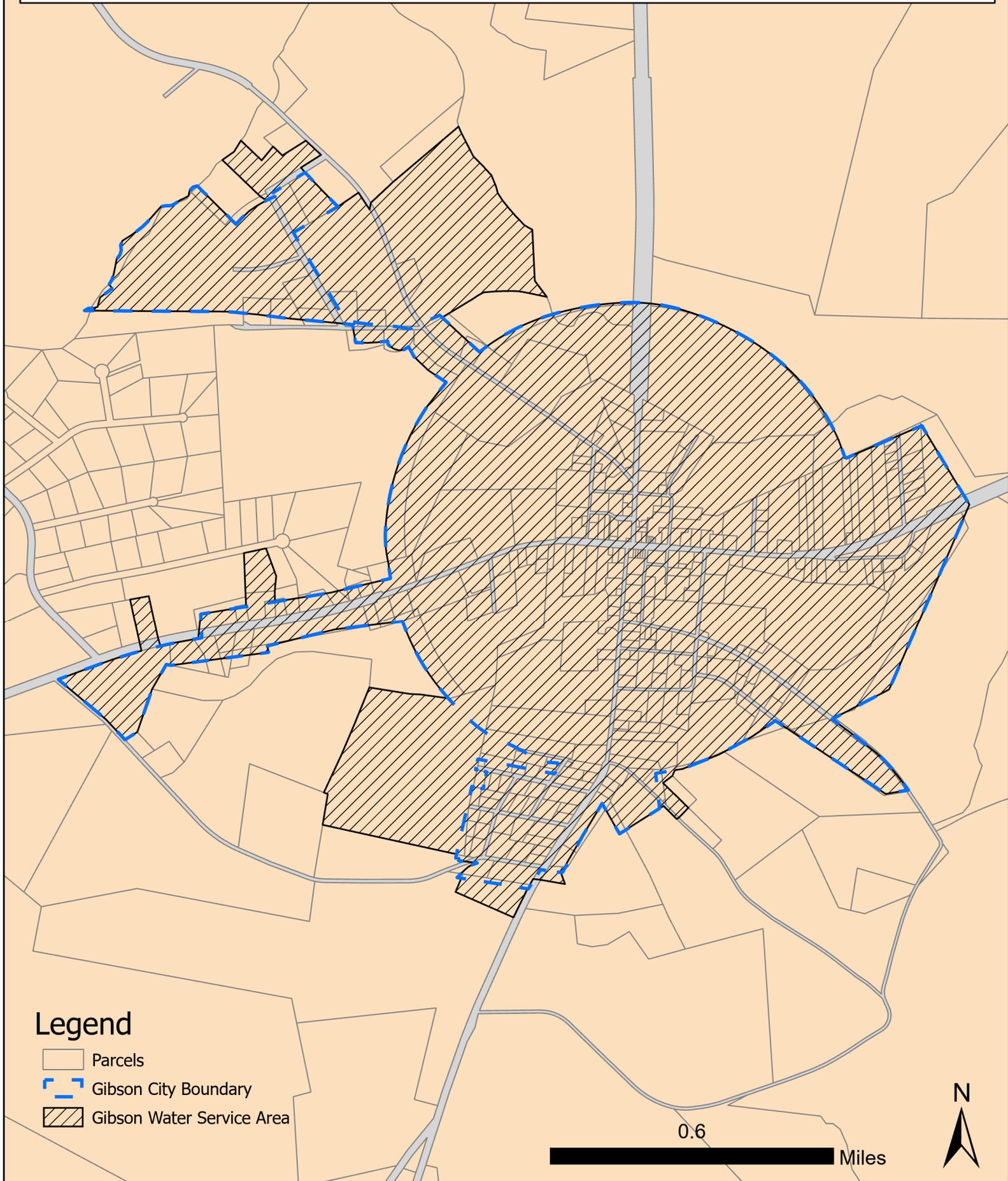
0.25

Miles

N

# SERVICE AREA FOR WATER TREATMENT & DISTRIBUTION CITY OF GIBSON

May 2020



## Legend

-  Parcels
-  Gibson City Boundary
-  Gibson Water Service Area

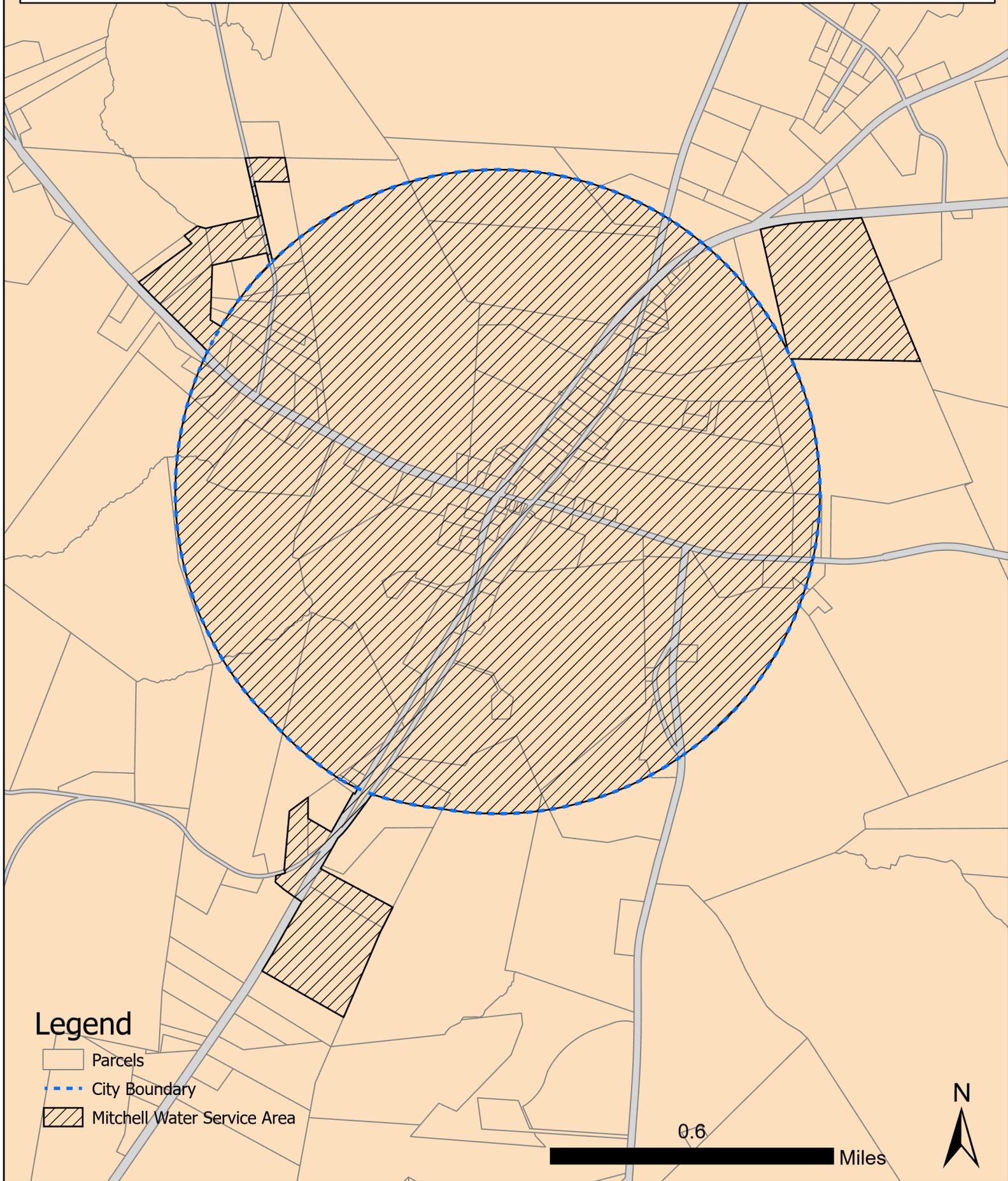
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Miles



# SERVICE AREA FOR WATER TREATMENT & DISTRIBUTION TOWN OF MITCHELL

May 2020





**SERVICE DELIVERY STRATEGY**

**FORM 3: Summary of Land Use Agreements**

**Instructions:**

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

**COUNTY: GLASCOCK**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?  
There were no incompatibilities or conflicts between the land use plans of local governments identified during development of the service delivery strategy. Glascock County, Gibson, Mitchell, Edgehill participated in preparation and adoption of a Joint City/County Comprehensive Plan in 2020.

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:  
Describe "Other" Measures Here

**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 governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? The municipalities of Gibson, Edgehill and Mitchell are the sole providers of water within their service areas. The unincorporated area outside the municipal water service areas use well water and septic systems. Gibson is the only municipality providing sewer/wastewater treatment service.

4. Person completing form: **Regina P. Pyles, Planning Director, CSRA Regional Commission**

Phone number: **706-210-2000**      Date completed: 09/22/2020

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

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

**LORI BOYEN, CHAIRMAN, GLASCOCK COUNTY, 706-598-2671**



## SERVICE DELIVERY STRATEGY

# FORM 4: Certifications

**Instructions:**

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

**COUNTY: GLASCOCK**

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF GIBSON</u>	Mayor	Gregg Kelley	<i>Gregg Kelley</i>	10/6/20
<u>TOWN OF MITCHELL</u>	Mayor	Gail Berry	<i>Gail Berry</i>	10/6/20
<u>CITY OF EDGEHILL</u>	Mayor	Dewey Belcher	<i>Dewey V. Belcher</i>	10/7/20
<u>GLASCOCK COUNTY</u>	Chairman	Lori Boyen	<i>Lori Boyen</i>	10/7/20

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is dated as of July 7, 2020 and is entered into by and among GLASCOCK COUNTY, GEORGIA (“County”), the CITY OF GIBSON, GEORGIA (“Gibson”), the TOWN OF MITCHELL (“Mitchell”), and the CITY OF EDGE HILL (“Edge Hill”) (collectively, the “Cities”).

### WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia (the “State”) to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the “Sales and Use Tax Act”) to levy and collect a one percent sales and use tax (the “Sales and Use Tax”) for the purpose of funding capital outlay projects (the “Projects”) and paying existing general obligation debt; and

WHEREAS, the Sales and Use Tax Act authorizes the County and the Cities to enter into an “intergovernmental agreement” (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the Cities are entering into this Agreement in order to identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the notice and meeting requirements contained in the Sales and Use Tax Act have been satisfied.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities DO HEREBY AGREE, as follows:

## **ARTICLE 1.**

### **EFFECTIVE DATE**

This Agreement shall become effective upon its execution and shall continue in effect until the Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall terminate immediately if the referendum is not passed by the voters.

## **ARTICLE 2.**

### **REPRESENTATIONS**

The Cities make the following representations as the basis for the undertakings on its part herein contained:

(a) The Cities are municipal corporations duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the Cities are authorized to execute, deliver, and perform its obligations under this Agreement. The Cities have duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the Cities.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the Cities, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the Cities of this Agreement do not violate its charter, any ordinances or resolutions of the Cities or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Cities, threatened against or affecting the Cities (or, to the knowledge of the Cities, any meritorious basis therefor) (i) contesting or questioning the existence of the Cities or the titles of the present officers of the Cities to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The Cities are not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal

decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The Cities are “qualified municipalities” within the meaning of the Sales and Use Tax Act. The Cities are located entirely within the geographic boundaries of the County. The Cities contain no less than 50% of the aggregate municipal population located within the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is authorized to execute, deliver, and perform its obligations under this Agreement. The County has duly authorized the execution, delivery, and performance of this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate any ordinances or resolutions of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

### ARTICLE 3.

#### PROJECT PROVISIONS

The County and the Cities agree, as follows:

(a) The Projects shall consist of "County Projects" and "City Projects" (collectively, the "Projects"). The County Projects, the City Projects, and their estimated costs (including interest on any general obligation debt issued to fund such Projects) are set forth below:

<b>County / Municipality</b>	<b>Project</b>	<b>Estimated Cost</b>
Gibson	Waste Disposal Equipment and Improvements; Water/Sewer Upgrades, Equipment and Improvements; Roads, Streets and Sidewalks Equipment and Improvements; Fire Department Equipment and Improvements; Capital Improvements	\$100,000.00
Mitchell	Capital Improvements, Equipment, Supplies; Information Technology for City Offices; Water System Upgrades and Improvements, Public Safety Department; Grounds and Property and Parks Improvements	\$50,000.00
Edgehill	Capital Improvements to Water System; Creation and Upgrades to a Community Center and Recreation Facilities; Capital Equipment.	\$50,000.00
Glascocock	County Multi-Use Building; Repairs and Improvements to Existing County Buildings; Road, Bridge and Street Projects; Capital Equipment for Road, Sheriff, Recreation, Garbage, Fire and EMA Department; Information Technology Upgrades and Improvements to County Offices and Buildings; Economic Development Projects.	\$1,800,000.00

(b) Each of the Projects may include the acquisition of land. In addition, equipment may include trucks, tractors, and other vehicles related to such Project.

(c) The County shall own and operate the County Projects. The Cities shall own and operate the Cities Projects.

(d) The County shall be responsible for paying or providing for all the costs of operating, maintaining, and insuring the County Projects. The Cities shall be responsible for paying or providing for all the costs of operating, maintaining, and insuring its respective Projects.

(e) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Cities shall supervise or cause the supervision of the acquisition, construction and equipping of its respective Cities Projects.

(f) The costs of the Projects set forth above are estimates based upon the estimated Sales and Use Tax collections and the needs of the County and the Cities at the time this Agreement is executed. The parties acknowledge that the actual Sales and Use Tax collections may vary from the estimated amounts and that the needs of the County and/or the Cities may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and the Cities have the sole right to determine how much they will spend on the City Projects. The County and the Cities are not required to spend the amounts set forth above for the Projects. Furthermore, the County and the Cities may spend more than the amounts set forth above for the Projects. Notwithstanding the foregoing, a Project may not be abandoned in its entirety unless the parties agree, and the provisions of the Sales and Use Tax Act are satisfied.

(g) The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the Cities may fund the City Projects in any order or priority it may deem necessary or convenient.

#### **ARTICLE 4.**

#### **CALLING REFERENDUM**

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 3<sup>rd</sup> day of November, 2020, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not (a) the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Projects and (b) up to \$2,000,000.00 in aggregate principal amount of general obligation debt of the County (the "Debt") may be issued in order to fund in whole or in part the Projects, capitalized interest on the Debt and the costs of issuing the Debt. The County shall pay all costs relating to the referendum.

## **ARTICLE 5.**

### **COLLECTION TERM; DIVISION AND DISTRIBUTION OF SALES AND USE TAX**

(a) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

(b) The County shall receive 50.00% of the Sales and Use Tax proceeds. The Cities shall receive 50.00% of the Sales and Use Tax proceeds pro-rata to the estimated project funds to be raised by the tax, until all such allocations of SPLOST funds for the Cities are reached, at which time 100.00% of the Sales and Use Tax proceeds thereafter shall be paid to the County. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor City. If such an act is passed, the defunct City's share shall be paid to the successor City in addition to all other funds to which the successor City would otherwise be entitled.

(c) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create or cause to be created two subaccounts: the "County Account" and the "City Account". Sales and Use Tax proceeds that will be used to fund County Projects shall be deposited into the County Account; and Sales and Use Tax Proceeds that will be used to fund City Projects shall be deposited into the City Account. Amounts on deposit in the City Account shall be disbursed by the County to the Cities once each month within 10 days of the County's receipt thereof. Each disbursement shall be made by check unless any City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. The Cities shall create and maintain a separate account for the receipt and disbursement of that City's Portion of the Sales and Use Tax proceeds. The Cities shall not commingle the Sales and Use Tax proceeds with any other funds. The costs incurred by the County in connection with the administration of the Sales and Use Tax shall be divided between the County and the Cities in accordance with the percentages for the division of the Sales and Use Tax set forth above.

## **ARTICLE 6.**

### **RECORD KEEPING**

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts, in accordance with the Sales and Use Tax Act and generally accepted accounting procedures. The Cities shall have the right to review and be provided copies of all such records upon request to the County; provided, however, the County must be given reasonable notice for such an inspection and any such inspection shall only be made during regular business hours at the location where records are maintained.

(b) The County and the Cities shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that any City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, no City shall be held liable in any manner for such noncompliance.

(c) Not later than December 31 of each year, the County and the Cities shall publish annually, in a newspaper of general circulation in the boundaries of the County or the Cities and in a prominent location on the local government website, if a website is maintained, a simple nontechnical report which shows for each of its Projects the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, amounts expended in the current year, any excess proceeds which have not been expended for a Project, estimated completion date, and the actual completion cost of a Project completed during the current year. In the case of road, street, and bridge Projects, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such Projects and not a separate enumeration of such information with respect to each such individual road, street, or bridge Project. The report shall also include a statement of what corrective action the County or the Cities intends to implement with respect to a Project which is underfunded or behind schedule. In the event that any City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, no City shall be held liable in any manner for such noncompliance.

## **ARTICLE 7.**

### **EXCESS PROCEEDS**

The County and the Cities do not anticipate that there will be any excess proceeds. They anticipate having Projects that need to be funded throughout the term of the Sales and Use Tax. However, in the event that the County has excess proceeds in the County Account or the Cities have excess proceeds in the City Account, the County or the Cities, as applicable, may use such excess proceeds toward any of the other County Projects or City Projects, respectively, listed in Article 3 as the County or the Cities deems appropriate.

## ARTICLE 8.

### MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-1 *et seq.*, as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence, or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Cities with respect to distribution and use of the Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the County and the Cities with respect to distribution and use of the Sales and Use Tax proceeds.

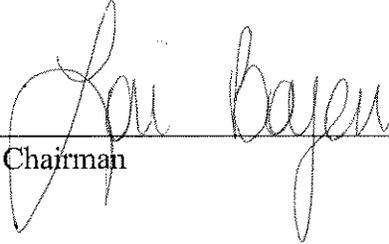
(f) It is the intention of the County and the Cities to comply in all respects with the Sales and Use Tax Act, and all provisions of this Agreement shall be construed in light of the Sales and Use Tax Act.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

GLASCOCK COUNTY, GEORGIA

(SEAL)

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



Attest:

Blonde J. P. Bell, Jr.  
Clerk

CITY OF GIBSON, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

TOWN OF MITCHELL, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CITY OF EDGE HILL, GEORGIA

(SEAL)

By: Dewey V. Bohler  
Mayor

Attest:

Ingrida L. Barson  
Clerk

CITY OF GIBSON, GEORGIA

(SEAL)

By: Gregg Kelley  
Mayor

Attest:

Blondi Pittlett  
Clerk

TOWN OF MITCHELL, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CITY OF EDGE HILL, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CITY OF GIBSON, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

TOWN OF MITCHELL, GEORGIA

(SEAL)

By: Gail Berry  
Mayor

Attest:

Sara O. Simmons  
Clerk

CITY OF EDGE HILL, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk