



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: UPSON COUNTY

I. GENERAL INSTRUCTIONS:

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

| <p>OPTION A <i>Revising or Adding to the SDS</i></p> | <p>OPTION B <i>Extending the Existing SDS</i></p> |
|---|--|
| <ol style="list-style-type: none"> 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 <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 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).] | <ol style="list-style-type: none"> 4. In Section IV type, "NONE." 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).] 6. Proceed to step 7, below. <div data-bbox="841 1180 1539 1411" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p>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.</p> </div> |

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Upson County, City of Thomaston, City of Yatesville, Thomaston-Upson County Airport Authority, Thomaston-Upson County Industrial Development Authority, Hospital Authority of Upson County, Upson County Emergency Management Agency, Thomaston-Upson County Library Board, Upson County Health Department and Thomaston-Upson County Chamber of Commerce

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.

Courts, Electric Utilities, Hospital, Indigent Defense, Jail, Law, Enforcement, Public Health Services, Solid Waste Collection

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, Archives, Airport, Fire Protection Code Enforcement/Building Inspection and Zoning, Cultural Program, Economic Development, Emergency Management, Emergency Medical Services, Emergency Telephone (E-911), Landfill, Library Services, Mental Health Facility, Parks & Recreation, Road/Street Maintenance, Water Supply/Distribution, Sewer Collection/Disposal, Facilities, Tourism



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:UPSON

Service:Airport

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Thomaston-Upson County | User Fees, State and Federal Grants |
| Airport Authority | |
| Upson County & City of Thomaston | Joint Project Fund (Special Taxing District) |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|----------------------------------|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| | | |
| | | |
| | | |

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?

Local Act of General Assembly creating Thomaston-Upson County Airport Authority effective 1988.

7. Person completing form: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 1/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242

CHAIRMAN OF THE COUNTY COMMISSIONERS (706)647-7012

MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blakett
Chairman, Board of Commissioners

ATTEST: Jan Williams
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. Carl
Mayor

ATTEST: Demi Smith
Clerk

DATE: 8/20/2013



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:UPSON

Service:Animal Control

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

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

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

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> |
|--------------------------------------|---|
| Upson County | Unincorporated Services Fund(Special Taxing District) |
| City of Thomaston | General Fund |
| | |
| | |
| | |
| | |

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

Previously the City of Thomaston provided this service within its boundaries and Upson County provided the service in the unincorporated areas. Under the new strategy the City of Thomaston will still provide the service inside the City, but the County will fund, staff and maintain the County Animal Shelter. The City will have access to the facility.

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> |
|--------------------------|------------------------------------|-----------------------------------|
| Animal Shelter Agreement | Upson County and City of Thomaston | May 20, 2014 - May 20, 2024 |
| | | |
| | | |
| | | |
| | | |

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: **Jason Tinsley, County Manager**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242,
CHAIRMAN OF THE COUNTY COMMISSIONERS (706)647-7012,
MAYOR OF THE CITY OF THOMASTON (706)-647-6633

ANIMAL SHELTER AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT made and entered into on this the 20th day of May, 2014, by and between UPSON COUNTY, GEORGIA, (hereinafter "County") a political subdivision of the State of Georgia and the CITY OF THOMASTON, GEORGIA, a municipal corporation (hereinafter "City");

WITNESSETH:

THAT, WHEREAS, County operates and maintains an animal shelter (hereinafter the "Animal Shelter") on a portion of the land conveyed to County by deed of Myrtice C. Nelson, et al, of record in Deed Book 101, page 242, in the Office of the Clerk of the Superior Court of said county, which land is owned by County; and,

WHEREAS, under Title 36, Chapter 70, Article 2 of the Official Code of Georgia, commonly referred to as House Bill 489, the parties have agreed to separately provide animal control to their respective citizens; and,

WHEREAS, in furtherance of the objectives of said Article 2, County has agreed to provide animal shelter to City and to City residents under the hereinafter set forth terms and conditions;

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

-1-

County shall pay all costs of the Animal Control staff for animal control in the unincorporated areas of Upson County and all costs for the operation, maintenance and repair of its Animal Shelter. The County shall generate funds for these costs by an ad valorem tax levied in the unincorporated areas of the County. The County shall not fund the Animal Shelter from ad valorem taxes levied from within the incorporated area of the City.

-2-

Subject to the terms of this Agreement, the County agrees to permit the City to use its Animal Shelter for the City's Animal Control program.

-3-

The City shall pay all costs of its Animal Control staff for animal control by an ad valorem tax levied within incorporated City. The City shall pay the County a fee of forty dollars (\$40.00) for each animal the City surrenders to the Upson County Animal Shelter and any and all cost related for animals held for court purposes.

-4-

All City residents surrendering animals to the Animal Shelter shall pay County a fee of forty dollars (\$40.00).

-5-

County shall provide all medical care, housing, and food to animals in the Animal Shelter, including various intake and release services. County shall be responsible for the maintenance and upkeep of the grounds surrounding the Animal Shelter. Additionally, the County reserves the right to put down any animal it deems is suffering, injured or has a communicable disease, or is deemed vicious and dangerous that is surrendered by the City. Otherwise the County will hold animals for up to 72 hours, so the owner may reclaim the animal, and each owner shall pay all necessary fees to reclaim any animal.

-6-

County shall provide a manager of the Animal Shelter for a minimum of forty hours per week, whose responsibility it shall be to receive, feed, care for, process adoptions of, and, when necessary euthanize and dispose of the animals delivered to the Animal Shelter by County, City or City residents all of which shall be a part of the costs of operation referred in Paragraph 1.

-7-

County shall provide humane euthanasia as necessary, and the City shall allow the County to perform euthanasia on all animals surrendered by City to the Animal Shelter.

-8-

County Animal Shelter staff will abide by County published protocol to return an animal to its owner, find a new home for it, or if impossible, ultimately humanely dispose

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

-9-

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

-10-

The City shall have unrestricted access to the animal shelter area at all times twenty four hours, seven days per week. The County will provide two keys for access to the animal shelter area for after hour's access. The City shall restrict the after-hours access to the Animal Shelter to City employees only and will not allow volunteers, visitors or other unauthorized individuals access.

-11-

City shall be responsible for the collection of animals from within its corporate limits for delivery to the Animal Shelter. The City shall review with city staff the County protocol titled "Animals Entering the Animal Shelter" (A copy of which is attached hereto as Exhibit "A"). Within one year of this Agreement at least one City employee shall obtain a NACA Level I Certification of Completion.

-12-

The City worker dropping off an animal to the shelter will present the animal to the animal shelter staff. The City worker dropping an animal off after hours will place the animal in one of the Animal Shelter outside pens if the animal appears to have a disease or illness in order to reduce a chance of contact with the animals in the shelter. The City also agrees that in these cases euthanasia may be necessary at the time of surrender.

-13-

The County will provide the city a report by the 20th of each month for the previous month identifying the animals provided to the shelter by city staff. The report will list each animal and indicate what happened to the animal: picked up by owner, successfully adopted, euthanized, or other outcome.

-14-

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

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

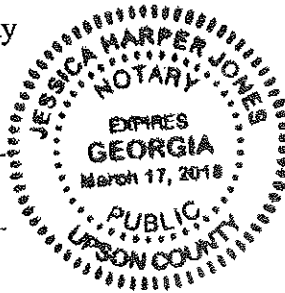
UPSON COUNTY, GEORGIA (SEAL)

BY: *Rusty Blackator* (SEAL)
CHAIRMAN

ATTEST: *Jim Whalen* (SEAL)
COUNTY MANAGER

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

Jones
Dee Stephens, witness
Notary Public, State of Georgia



CITY OF THOMASTON, GEORGIA (SEAL)

BY: *Jim Cuel* (SEAL)
MAYOR

ATTEST: *Dennis Truitt* (SEAL)
CITY CLERK, CITY OF THOMASTON, GA



Animals entering the Animal Shelter

When picking an animal or animals up to be impounded to the Animal Shelter, look for signs of illnesses to the animal. Most people will tell you before you get out of the truck, or before they bring the animal to the shelter if they think something is wrong with the animal. In cats you should always look for signs of the cat sneezing, running or glazed looking eyes, running nose, sweating, or bloody stool, hair pattern (ringworms), depressed animals, and rabies.

In dogs especially puppies look to make sure the puppies do not have diarrhea, bloody stool, hair pattern (ringworms), are moving slowly or lethargic, having glazed or glassy eyes, depressed acting animals, rabies. Animals showing these signs cannot be placed in the animal shelter as it will cause the animal shelter to be placed under quarantine that has to be reported to the Georgia Department of Agriculture. We cannot accept these animals. As you can see with the list provided titled REPORTABLE ANIMAL DISEASES IN GEORGIA there are a lot more diseases to report, but our region we do not see a lot of these things. AS YOU CAN SEE FAILURE TO REPORT ANIMAL DISEASES IS A MISDEMEANOR !

Rabies in animals, there is typically a marked change in normal behavior.

- Dumb rabies, is the most common form, animals will be aimless wandering, lethargy, lack of coordination, have weakness in the hind limbs, and have a loss of awareness.
- Furious rabies, the animal will viciously attack anything that moves and will self mutilate itself. Foaming of the mouth will only show when the throat muscles of the animal has been paralyzed and the animal becomes unable to swallow.

Animals that are injured, but not life threatening such as injuries from being hit by a car, shot, should be taken to the veterinarian office to prevent suffering from its injuries and not placed into the shelter until it has been seen by a vet and given something to comfort the animal.

All animals are to enter the Animal Shelter through the back entrance leading to the dog kennels. A dog should be placed in the kennel as follows,

- Pit bulls should always be placed in a separate run.
- Female and male dogs cannot be placed in the same run unless you have documentation that they are spayed or neutered.
- Dogs should be placed in a run by comparable size such as height, weight.
- You should note the description of the animal, where the animal came from, who you obtained it from and fill out a field sheet and place it in the cubby provided on the wall. We will assign it an id number.
- When entering a dog into the animal shelter do not introduce an animal face to face, close off the run and place the new dog into the run. Then slowly raise the partition and the animals should smell each other and you will be able to tell if they are compatible (Get along). If a run is empty just use the empty run.
- Make sure the run is latched to prevent the animal from escape

Cats should be placed in a cage in the cat room. Due to the limited amount of space we cannot accept a large quantity of cats to house at one time. Only one adult cat per cat cage is to be placed in a cage at a time for safety to our employees. Food and water should be placed in the bowls provided in the cat cage. A litter bowl will already be filled inside the cage. You should note the description of the animal, where the animal came from, who you obtained it from and fill out a field sheet and place it in the cubby provided on the wall. We will assign it an id number. The cage on the truck should be sterilized after each transport. Before leaving make sure the gate is locked and all kennels, or cages that you opened or latched or locked. Make sure all food containers are closed.

Whoever is hired to perform these duties we will be glad to do a walk through with them during business hours until they are comfortable with the procedures of intake of animals



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:UPSON | Service:Archives |
|---------------------|-------------------------|

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

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

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

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

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

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

SDS FORM 2, continued

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

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Upson County | Joint Project Fund (Special Taxing District) |
| City of Thomaston | Joint Project Fund (Special Taxing District) |
| | |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|----------------------------------|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| | | |
| | | |
| | | |
| | | |

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?

Resolution adopted by Upson County and the City of Thomaston created the Records Board to manage the Thomaston - Upson County Archives which stores all old official records of Upson County, City of Thomaston, and the Thomaston - Upson County School Board.

7. Person completing form: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

- Airport;
- Landfill;
- Archives facility;
- Hightower Memorial Library;
- Recreation program;
- Gilmore Center;
- Emergency Management Agency;
- Industrial Development Authority;
- Senior Center
- Emergency Telephone (E911) Service; and
- Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blawie
Chairman, Board of Commissioners

ATTEST: Sam Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. Carl
Mayor

ATTEST: Demi Pruitt
Clerk

DATE: 8/20/2013



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:UPSON

Service:Code Enforcement/Building Inspection and Zoning

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Upson County & City of Thomaston**

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

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> |
|--------------------------------------|-----------------------|
| Upson County | General Fund |
| City of Thomaston | General Fund |
| | |
| | |
| | |
| | |

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

Upson County and the City of Thomaston operated separately.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|---|--|-----------------------------------|
| Agreement Between Upson County & City of Thomaston & City of Yatesville | Upson County & City of Thomaston & City of Yatesville | 5/2/1998- N/A |
| Agreement Between Upson County BOC & Mayor & Council of Yatesville | Upson County Board of Commissioners & Mayor and Council of Yatesville | 7-10-2000 - 7/10/2050 |

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: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242

CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012

MAYOR OF THE CITY OF THOMASTON (706)647-6633

INTERGOVERNMENTAL AGREEMENT

GEORGIA, UPSON COUNTY:

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 27th day of September, 1999, by and between UPSON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and the CITY OF THOMASTON, GEORGIA, a municipal corporation of the State of Georgia ("City");

W I T N E S S E T H:

THAT, WHEREAS, the County and the City are authorized pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution and O.C.G.A. Section 36-82-60 et seq., as amended, to provide for sewerage collection and disposal systems; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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 provision 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 to 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, to be owned or operated or both either by the County, one or more municipalities, or any combination thereof, with respect to which the County has, prior to the call of the election, entered into a contract or agreement with respect to the projects, as authorized by the Intergovernmental Contracts Clause with one or more municipalities in the County, which municipality or municipalities contain more than one-half of the aggregate population of all municipalities within the County; and

WHEREAS, City contains more than one-half of the aggregate population of all municipalities within County; and

WHEREAS, the parties hereto, desiring that there be constructed a sewerage trunk line north of the City's limits to the property formerly occupied by the City of Thomaston Airport, in order to provide, initially, sewage transportation and treatment services to the portion of said property which is now owned by the State Department of Transportation (hereafter "DOT"), and to the portion thereof comprising the proposed site of a new jail for County; and

WHEREAS, said trunk line, all changes, repairs and upgrades to City's sewer system, and all appurtenances thereto determined in conformity with the terms of this Agreement to be needful or necessary to provide said services, and the easements and other interests in real estate in or on which the same shall be located, are hereafter called the "Project"; and

WHEREAS, a portion of the Project will be located outside City's limits (hereafter called Section One), and a portion thereof will be located inside City's limits (hereafter called Section Two); and

WHEREAS, a portion of Section Two will be new, and a portion of Section Two will consist of the City's presently existing sewer system to which the new portion of Section Two will connect; and

WHEREAS, the precise location of the major portion of Section One has been determined, and said portion thereof has been designed, however the new portion of Section Two has neither been precisely located nor designed; and

WHEREAS, it is the parties' intention that the Project be funded by the levy of a tax under said Sales and Use Tax Act, and County intends to call an election to propose the same to the voters (hereafter the "SPLOST Election"; and

WHEREAS, the Parties desire to enter into this Agreement in order to allow the election to fund the Project to be called and held;

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

ARTICLE I

EFFECTIVE DATE AND TERM OF THE AGREEMENT

This Agreement will become effective upon its execution, and will remain in effect until the earlier of (i) the official declaration of the failure of the SPLOST Election held to fund the Project, or (ii) until January 1, 2009, if said SPLOST Election succeeds, which said SPLOST Election County covenants to call and hold not later than June, 2000, failing which this Contract shall end.

ARTICLE 2

PROJECT PROVISIONS

2.1 Section One of the Project shall consist of the construction and installation of a 24 inch, 10 inch, and 8 inch interception sewer from the City's pumping station located just north of Potato Creek to the site of the proposed new Upson County Jail and said land of DOT.

2.2 Section Two of the Project shall consist of such new lines, pumps, and related facilities, including upgrades and repairs to City's existing sewer lines and facilities, as are necessary, in the opinion of Carter & Sloope, Engineers, of Macon, GA, to properly and adequately allow the connection of Section One to the City's existing sewer facilities located in the Silvertown area of said City.

2.3 Section One has already been designed by Carter & Sloope, Inc., to which said design the parties do hereby agree.

2.4 County expressly covenants and agrees to allow City to retain Carter & Sloope, at County's expense, to design Section Two, including such upgrades, changes, and repairs to City's presently existing system as are necessary in the opinion of said engineers to properly transport the sewage projected to be generated by all four Phases of the Section One plan of Carter & Sloope.

2.4.1 County expressly agrees to divide each contract for the construction of the Project into two sub-parts so that the work thereunder as to Section One and the work thereunder as to Section Two of the Project shall be separate, and County further agrees to name and appoint the City's Manager as the agent of the Owner (as designated in each such contract) as to all work on Section Two.

2.5 County agrees to allocate and utilize not less than TWO MILLION DOLLARS (\$2,000,000.00) of the funds generated by the Sales and Use Tax to obtain the necessary rights of way, and to design, construct and equip the entire Project described above. In the event the initially allocated funds are not adequate to build and fully complete the Project, then and in that event, the County shall dedicate whatever interest income is accrued and earned by any funds generated or resulting from the Sales and Use Tax to complete the Project as fully as practical and possible, and shall further utilize any surplus funds remaining after the completion of the courthouse renovation and new jail project to complete the Project. The initial allocation and any other funds available for the construction of the Project shall be utilized to complete such construction and upgrades in such order of priority as shall be determined by Carter & Sloope Engineers as necessary for the Project, provided, that in any event such funds shall be utilized in such a manner so as to insure the construction of that portion of Section One as will provide adequate sanitary sewer facilities for the DOT and the new jail site and such Portion of Section Two as will insure the presence of adequate facilities to receive and transport the effluent received from Section One to the treatment facilities of the City.

2.6 In connection with said Project the County agrees that it will, at no cost to City, construct said sewer line in a manner that will make sewage service available to the new DOT facilities and satisfy any duty City may have to do so.

2.7 The County shall own Section One of the Project and City shall own Section Two of the Project, and each party shall be responsible for paying and providing for all of the costs of operating, maintaining and insuring the Section of the Project owned by it.

2.8 The County shall indemnify the City from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section One of the Project, and City shall indemnify County from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section Two of the Project, except to the extent the acts of County or its customers cause or contribute to such losses and costs.

2.9 The City covenants and agrees that it will allow Section One of the Project to be connected to its sewer system at the northern terminus of Section Two at such time as Section Two has been completed, and to accept and treat effluent received from

Section One of the Project subject however, to the limitations of its treatment facilities and the provisions of this Agreement.

2.10 County, at the time of such connection, shall install a metering device selected by City, to meter the effluent flowing into Section Two, and County shall pay to City, during the first twelve months after such connection, for transporting said effluent from the point of connection to a sewage treatment facility owned by City, and for treating such effluent, the sum of \$ 3.00 per one thousand gallons of effluent as measured by said meter. Said payments shall be paid monthly, within ten days after the receipt of a bill from City. Thereafter, the charge for such transportation and treatment shall be increased or decreased for each subsequent twelve months during the continuation of this Contract by the greater of:

2.10.1, The percentage increase in the actual costs of operation of the treatment facility used to treat the effluent from Section One compared to the costs of operation during the preceding twelve months. The percentage increase during the second twelve months of effluent treatment shall be calculated by comparing the costs of operation during the first twelve months of treatment hereunder with the cost during the twelve months immediately preceding commencement of treatment of Section One effluent. The costs of operation shall include, but not be limited to, the costs for labor, chemicals, supplies, materials, laboratory supplies and independent laboratory charges, electricity and any other costs attributable to operations, excluding depreciation. The County shall have the right to inspect and examine the evidence of the City as to such costs of operation; or,

2.10.2 The percentage change in the Consumer Price Index between the last day of the whole calendar month of each twelve month term hereof, and the same day of the preceding calendar year. The "Consumer Price Index" shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups, and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor".

2.11 County shall have said meter checked for accuracy annually, and at any other time when reasonably requested by City, and shall repair or replace the same when it is determined not to be accurate within one tenth of one percent.

2.12 In the event that City is required, either because of the exhaustion of the useful life or applicable legal or regulatory requirements, to upgrade or replace the sewage treatment facility, or any portion thereof, used by City to treat the effluent from Section One then County shall pay, in addition to the sums set forth in subparagraph 2.10 above, its pro rata share of the capital expenditures thus incurred. If City makes such expenditures from cash on hand, County shall pay to City its pro rata share of each such payment upon receipt of a statement from City, which payment shall be made in sufficient time that City receives County's share of such payment prior to the due date of the payment to be made by City. If City makes such expenditures from borrowed funds, (bond proceeds or otherwise), County shall pay its pro rata share of each payment due thereon. County's pro rata percentage share of each such payment shall be calculated at the time each payment is due by dividing the total effluent treated by the treatment facility during the immediately preceding three months into the total effluent received from Section One during said preceding three months. To the extent that City receives any non-repayable grant to make such upgrades or replacement, County shall be entitled to a pro rata credit.

2.13 To the extent allowed by law, the County shall indemnify and hold the City harmless from any litigation costs the City incurs (including, but not limited to, attorney fees) in connection with the referendum for the Sales and Use Tax which will be called to obtain funds to construct the Project described in this agreement.

ARTICLE III

USE OF SECTION ONE OF THE PROJECT

3.1 Section One shall initially be used to receive and transport effluent from the new County Jail and the DOT.

3.2 County shall have the right to construct, and connect to Section One other sewage collection systems, PROVIDED, HOWEVER, in no event, without the prior written consent and approval of the City, shall the County connect such quantity of collections systems to Section One which would result in a daily effluent of greater than five hundred thousand (500,000) gallons per day.

3.3 County shall provide City, on a monthly basis, a report on the type and location of each customer connected to Section One, and shall annually provide a report on all existing customers and the actual volume of water sold to each such customer that is

connected to a County water line, if it is metered.

ARTICLE IV

CONTROL AND REGULATION OF THE CONTENT OF THE EFFLUENT ALLOWED TO BE INTRODUCED INTO THE PROJECT

4.1 County shall adopt a sewer use ordinance which shall contain the identical provisions as the City's sewer use ordinance, and the County shall not allow any person or entity connected to any phase of Section One, to introduce into the Project any chemical, material or substance that would result in City being in violation of its permits to operate its treatment facilities, nor any chemical, material or substance which City prohibits its customers from introducing into the sewer system owned by City.

4.2 County shall not permit any industrial customer to connect to any sewer feeding into Section One until such customer has complied with the City Industrial Pretreatment Program requirements, and has signed a written agreement to comply therewith continuously thereafter.

4.3 County expressly covenants to disconnect any customer who discharges effluent into Section One in violation of section 4.1 or 4.2, and in the event County fails to do so after notice from City, County hereby appoints City as its agent to make such disconnection.

ARTICLE V

RIGHT OF CITY TO ACQUIRE ANY PORTION OF SECTION ONE ANNEXED INTO CITY'S CORPORATE LIMITS

In the event that any portion of Section One of the Project is hereafter annexed into the corporate limits of City, City shall have the right to acquire ownership of such annexed portion, including the easements or other interests in realty. City shall not be required to pay for any annexed portion of the Project paid for by SPLOST funds. The costs to be paid County by City for any portion annexed that was not paid for by SPLOST funds shall be by the payment to County of the actual costs incurred by County in the acquisition and construction of such portion, reduced by one twenty fifth of such costs for each year that has elapsed from the date of first use of such portion.

ARTICLE VI

MISCELLANEOUS

6.1 The rights, duties and liabilities of each party hereunder shall not be assigned, transferred, assumed or performed by any other person, company or legal or governmental entity, a violation of which shall entitled the other party to terminate this Agreement.

6.2 This writing contains the entire agreement of the parties and may be modified only by a written agreement, after approval by the elected representatives of each, and execution by authorized persons.

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.

CITY OF THOMASTON (SEAL)

BY: Edwin L. Chavira (SEAL)
MAYOR

ATTEST: Philip B. Adcock (SEAL)
CLERK

UPSON COUNTY, GEORGIA (SEAL)

BY: Ed Crews (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: [Signature] (SEAL)
CLERK

INTERGOVERNMENTAL AGREEMENT

GEORGIA, UPSON COUNTY:

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 27th day of September, 1999, by and between UPSON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and the CITY OF THOMASTON, GEORGIA, a municipal corporation of the State of Georgia ("City");

W I T N E S S E T H:

THAT, WHEREAS, the County and the City are authorized pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution and O.C.G.A. Section 36-82-60 et seq., as amended, to provide for sewerage collection and disposal systems; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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 provision 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 to 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, to be owned or operated or both either by the County, one or more municipalities, or any combination thereof, with respect to which the County has, prior to the call of the election, entered into a contract or agreement with respect to the projects, as authorized by the Intergovernmental Contracts Clause with one or more municipalities in the County, which municipality or municipalities contain more than one-half of the aggregate population of all municipalities within the County; and

WHEREAS, City contains more than one-half of the aggregate population of all municipalities within County; and

WHEREAS, the parties hereto, desiring that there be constructed a sewerage trunk line north of the City's limits to the property formerly occupied by the City of Thomaston Airport, in order to provide, initially, sewage transportation and treatment services to the portion of said property which is now owned by the State Department of Transportation (hereafter "DOT"), and to the portion thereof comprising the proposed site of a new jail for County; and

WHEREAS, said trunk line, all changes, repairs and upgrades to City's sewer system, and all appurtenances thereto determined in conformity with the terms of this Agreement to be needful or necessary to provide said services, and the easements and other interests in real estate in or on which the same shall be located, are hereafter called the "Project"; and

WHEREAS, a portion of the Project will be located outside City's limits (hereafter called Section One), and a portion thereof will be located inside City's limits (hereafter called Section Two); and

WHEREAS, a portion of Section Two will be new, and a portion of Section Two will consist of the City's presently existing sewer system to which the new portion of Section Two will connect; and

WHEREAS, the precise location of the major portion of Section One has been determined, and said portion thereof has been designed, however the new portion of Section Two has neither been precisely located nor designed; and

WHEREAS, it is the parties' intention that the Project be funded by the levy of a tax under said Sales and Use Tax Act, and County intends to call an election to propose the same to the voters (hereafter the "SPLOST Election"; and

WHEREAS, the Parties desire to enter into this Agreement in order to allow the election to fund the Project to be called and held;

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

ARTICLE I

EFFECTIVE DATE AND TERM OF THE AGREEMENT

This Agreement will become effective upon its execution, and will remain in effect until the earlier of (i) the official declaration of the failure of the SPLOST Election held to fund the Project, or (ii) until January 1, 2009, if said SPLOST Election succeeds, which said SPLOST Election County covenants to call and hold not later than June, 2000, failing which this Contract shall end.

ARTICLE 2

PROJECT PROVISIONS

2.1 Section One of the Project shall consist of the construction and installation of a 24 inch, 10 inch, and 8 inch interception sewer from the City's pumping station located just north of Potato Creek to the site of the proposed new Upson County Jail and said land of DOT.

2.2 Section Two of the Project shall consist of such new lines, pumps, and related facilities, including upgrades and repairs to City's existing sewer lines and facilities, as are necessary, in the opinion of Carter & Sloope, Engineers, of Macon, GA, to properly and adequately allow the connection of Section One to the City's existing sewer facilities located in the Silvertown area of said City.

2.3 Section One has already been designed by Carter & Sloope, Inc., to which said design the parties do hereby agree.

2.4 County expressly covenants and agrees to allow City to retain Carter & Sloope, at County's expense, to design Section Two, including such upgrades, changes, and repairs to City's presently existing system as are necessary in the opinion of said engineers to properly transport the sewage projected to be generated by all four Phases of the Section One plan of Carter & Sloope.

2.4.1 County expressly agrees to divide each contract for the construction of the Project into two sub-parts so that the work thereunder as to Section One and the work thereunder as to Section Two of the Project shall be separate, and County further agrees to name and appoint the City's Manager as the agent of the Owner (as designated in each such contract) as to all work on Section Two.

2.5 County agrees to allocate and utilize not less than TWO MILLION DOLLARS (\$2,000,000.00) of the funds generated by the Sales and Use Tax to obtain the necessary rights of way, and to design, construct and equip the entire Project described above. In the event the initially allocated funds are not adequate to build and fully complete the Project, then and in that event, the County shall dedicate whatever interest income is accrued and earned by any funds generated or resulting from the Sales and Use Tax to complete the Project as fully as practical and possible, and shall further utilize any surplus funds remaining after the completion of the courthouse renovation and new jail project to complete the Project. The initial allocation and any other funds available for the construction of the Project shall be utilized to complete such construction and upgrades in such order of priority as shall be determined by Carter & Sloope Engineers as necessary for the Project, provided, that in any event such funds shall be utilized in such a manner so as to insure the construction of that portion of Section One as will provide adequate sanitary sewer facilities for the DOT and the new jail site and such Portion of Section Two as will insure the presence of adequate facilities to receive and transport the effluent received from Section One to the treatment facilities of the City.

2.6 In connection with said Project the County agrees that it will, at no cost to City, construct said sewer line in a manner that will make sewage service available to the new DOT facilities and satisfy any duty City may have to do so.

2.7 The County shall own Section One of the Project and City shall own Section Two of the Project, and each party shall be responsible for paying and providing for all of the costs of operating, maintaining and insuring the Section of the Project owned by it.

2.8 The County shall indemnify the City from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section One of the Project, and City shall indemnify County from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section Two of the Project, except to the extent the acts of County or its customers cause or contribute to such losses and costs.

2.9 The City covenants and agrees that it will allow Section One of the Project to be connected to its sewer system at the northern terminus of Section Two at such time as Section Two has been completed, and to accept and treat effluent received from

Section One of the Project subject however, to the limitations of its treatment facilities and the provisions of this Agreement.

2.10 County, at the time of such connection, shall install a metering device selected by City, to meter the effluent flowing into Section Two, and County shall pay to City, during the first twelve months after such connection, for transporting said effluent from the point of connection to a sewage treatment facility owned by City, and for treating such effluent, the sum of \$ 3.00 per one thousand gallons of effluent as measured by said meter. Said payments shall be paid monthly, within ten days after the receipt of a bill from City. Thereafter, the charge for such transportation and treatment shall be increased or decreased for each subsequent twelve months during the continuation of this Contract by the greater of:

2.10.1, The percentage increase in the actual costs of operation of the treatment facility used to treat the effluent from Section One compared to the costs of operation during the preceding twelve months. The percentage increase during the second twelve months of effluent treatment shall be calculated by comparing the costs of operation during the first twelve months of treatment hereunder with the cost during the twelve months immediately preceding commencement of treatment of Section One effluent. The costs of operation shall include, but not be limited to, the costs for labor, chemicals, supplies, materials, laboratory supplies and independent laboratory charges, electricity and any other costs attributable to operations, excluding depreciation. The County shall have the right to inspect and examine the evidence of the City as to such costs of operation; or,

2.10.2 The percentage change in the Consumer Price Index between the last day of the whole calendar month of each twelve month term hereof, and the same day of the preceding calendar year. The "Consumer Price Index" shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups, and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor".

~~2.11 County shall have said meter checked for accuracy annually, and at any other time when reasonably requested by City, and shall repair or replace the same when it is determined not to be accurate within one tenth of one percent.~~

2.12 In the event that City is required, either because of the exhaustion of the useful life or applicable legal or regulatory requirements, to upgrade or replace the sewage treatment facility, or any portion thereof, used by City to treat the effluent from Section One then County shall pay, in addition to the sums set forth in subparagraph 2.10 above, its pro rata share of the capital expenditures thus incurred. If City makes such expenditures from cash on hand, County shall pay to City its pro rata share of each such payment upon receipt of a statement from City, which payment shall be made in sufficient time that City receives County's share of such payment prior to the due date of the payment to be made by City. If City makes such expenditures from borrowed funds, (bond proceeds or otherwise), County shall pay its pro rata share of each payment due thereon. County's pro rata percentage share of each such payment shall be calculated at the time each payment is due by dividing the total effluent treated by the treatment facility during the immediately preceding three months into the total effluent received from Section One during said preceding three months. To the extent that City receives any non-repayable grant to make such upgrades or replacement, County shall be entitled to a pro rata credit.

2.13 To the extent allowed by law, the County shall indemnify and hold the City harmless from any litigation costs the City incurs (including, but not limited to, attorney fees) in connection with the referendum for the Sales and Use Tax which will be called to obtain funds to construct the Project described in this agreement.

ARTICLE III

USE OF SECTION ONE OF THE PROJECT

3.1 Section One shall initially be used to receive and transport effluent from the new County Jail and the DOT.

3.2 County shall have the right to construct, and connect to Section One other sewage collection systems, PROVIDED, HOWEVER, in no event, without the prior written consent and approval of the City, shall the County connect such quantity of collections systems to Section One which would result in a daily effluent of greater than five hundred thousand (500,000) gallons per day.

3.3 County shall provide City, on a monthly basis, a report on the type and location of each customer connected to Section One, and shall annually provide a report on all existing customers and the actual volume of water sold to each such customer that is

connected to a County water line, if it is metered.

ARTICLE IV

CONTROL AND REGULATION OF THE CONTENT OF THE EFFLUENT ALLOWED TO BE INTRODUCED INTO THE PROJECT

4.1 County shall adopt a sewer use ordinance which shall contain the identical provisions as the City's sewer use ordinance, and the County shall not allow any person or entity connected to any phase of Section One, to introduce into the Project any chemical, material or substance that would result in City being in violation of its permits to operate its treatment facilities, nor any chemical, material or substance which City prohibits its customers from introducing into the sewer system owned by City.

4.2 County shall not permit any industrial customer to connect to any sewer feeding into Section One until such customer has complied with the City Industrial Pretreatment Program requirements, and has signed a written agreement to comply therewith continuously thereafter.

4.3 County expressly covenants to disconnect any customer who discharges effluent into Section One in violation of section 4.1 or 4.2, and in the event County fails to do so after notice from City, County hereby appoints City as its agent to make such disconnection.

ARTICLE V

RIGHT OF CITY TO ACQUIRE ANY PORTION OF SECTION ONE ANNEXED INTO CITY'S CORPORATE LIMITS

In the event that any portion of Section One of the Project is hereafter annexed into the corporate limits of City, City shall have the right to acquire ownership of such annexed portion, including the easements or other interests in realty. City shall not be required to pay for any annexed portion of the Project paid for by SPLOST funds. The costs to be paid County by City for any portion annexed that was not paid for by SPLOST funds shall be by the payment to County of the actual costs incurred by County in the acquisition and construction of such portion, reduced by one twenty fifth of such costs for each year that has elapsed from the date of first use of such portion.

ARTICLE VI

MISCELLANEOUS

6.1 The rights, duties and liabilities of each party hereunder shall not be assigned, transferred, assumed or performed by any other person, company or legal or governmental entity, a violation of which shall entitled the other party to terminate this Agreement.

6.2 This writing contains the entire agreement of the parties and may be modified only by a written agreement, after approval by the elected representatives of each, and execution by authorized persons.

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.

CITY OF THOMASTON (SEAL)

BY: Edwin L. Chivers (SEAL)
MAYOR

ATTEST: Philip B. Adcock (SEAL)
CLERK

UPSON COUNTY, GEORGIA (SEAL)

BY: Ed Crews (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: Octavia (SEAL)
CLERK

JOINT AGREEMENT

AMONG

UPSON COUNTY

CITY OF THOMASTON AND

CITY OF YATESVILLE

ON CERTAIN ZONING PROCEDURES

THIS AGREEMENT is made and entered into as of the 2nd day of May, 1998, by and between Upson County, the City of Thomaston, and the City of Yatesville, in order to meet the mandates of Official Code of Georgia §36-70-24(4)(C), and in order to serve the public interest and to further compatible land uses.

PART ONE

ZONING PROCEDURES AS TO PROPERTY TO BE ANNEXED

When either city receives a request for the annexation of property into the city limits of the respective city, each City hereby agrees:

1.1 The land owner desiring annexation of property will be required to make a preliminary application to the city for annexation, in which the applicant shall be required to set forth the zoning requested if the property is annexed.

1.2 The city, upon receipt of such preliminary application, will inform the applicant of the necessity that the property be surveyed and eight copies of the plat provided to the city. Upon receipt, seven copies of the plat will be forwarded to the city attorney who will draw the formal application and have it signed by the applicant.

1.3 The city attorney shall, within 5 business days of the signing of the formal application, pursuant to OCGA §36-36-6, provide both the county and the county attorney notice of the application and a copy of the plat. The city attorney will include in this notice to the county the zoning requested by the applicant for annexation and will mail a copy of the application, the plat, and all other

documents relative to the application, to the joint city-county planning commission for its review of the proposed zoning.

1.4 The joint commission shall notify both the county and the city within 10 days of its receipt of the documents as to whether it recommends the zoning sought by the land owner.

1.5 If the joint commission recommends the zoning sought by the land owner, the county shall have 7 days from the date of its receipt of the notice of such recommendation to notify the city of the county's objection, if any, to the proposed zoning. If no such notice is received by the city within 7 days, the city will commence its normal annexation and zoning process.

1.6 If the joint commission recommends against the proposed zoning, or if the county objects to the zoning within 7 days of a favorable recommendation by the joint commission, then the city council and the county commissioners shall meet within 14 days to discuss and attempt to resolve the conflict.

PART TWO

RE-ZONING PROCEDURES FOR PROPERTY WITHIN THREE HUNDRED FEET OF THE CORPORATE LIMITS OF EITHER CITY

Each government agrees that it shall, upon receipt of any request to change the zoning of property within its zoning jurisdiction, and prior to any other step in the zoning process, make a determination of whether any portion thereof lies within 300 feet of the corporate limits of either city. In the event that any portion thereof does lie within 300 feet of the limits of either city, each government agrees that its zoning process shall be as follows:

2.1 The government receiving the request ("receiving government") will inform the applicant of the procedures here set forth and will promptly mail a copy of the application to the other affected government ("affected government") and to the joint city-county planning commission for its review of the proposed zoning.

2.2 The joint commission shall notify both the receiving government and the affected government within 10 days of its receipt of the documents as to whether it recommends the zoning sought by the applicant.

2.3 If the joint commission recommends the zoning sought by the applicant, the affected government shall have 7 days from the date

of its receipt of the notice of such recommendation to notify the receiving government of its objection, if any, to the proposed zoning. If no such notice is received by the receiving government within 7 days, the receiving government will commence its normal zoning process.

2.4 If the joint commission recommends against the proposed zoning, or if the affected government objects to the zoning within 7 days of a favorable recommendation by the joint commission, then the receiving government and the affected government will meet within 14 days to discuss and attempt to resolve the conflict.

PART THREE
CITY OF THOMASTON AND UPSON
COUNTY JOINT PLANNING COMMISSION
MEMBERSHIP POLICY

3.1 The Board of Commissioners of Upson County and the Mayor and Council of the City of Thomaston, each, hereby agree that they will make appointments to the Thomaston-Upson County Planning Commission, so that the three most senior members of each government's zoning commission will constitute the membership of the Thomaston-Upson County Planning Commission.

PART FOUR
IMPLEMENTATION BY ORDINANCES

4.1 Each party hereto covenants and agrees to enact ordinances to effectuate the terms and provisions of this Agreement, and to commence the procedures to so do as soon as this Agreement has been executed by all of the parties.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the dates set forth below.

UPSON COUNTY, GEORGIA
By: Ed Crews
Chairman, Board of Commissioners
Attest: [Signature]
County Administrator and Clerk

Date: 4/15/98 1998

CITY OF THOMASTON, GEORGIA

By: Edwin L. Cliburn
Mayor

Attest: Phillip B. Brooks
Clerk

Date: March 3, 1998

CITY OF YATESVILLE, GEORGIA

By: Walter L. Boyd
Mayor

Attest: Sandy Ellington
Clerk

Date: May 8, 1998

APPENDIX ONE

§36-70-24(4) (A) (B) & (C) READS FOLLOWS:

"(4) (A) Local governments within the same county shall, if necessary, amend their land use plans so that such plans are compatible and nonconflicting, or, as an alternative, they shall adopt a single land use plan for the unincorporated and incorporated areas of the county.

(B) The provision of extraterritorial water and sewer services by any jurisdiction shall be consistent with all applicable land use plans and ordinances.

(C) A process shall be established by July 1, 1998, to resolve land use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county."

**JOINT AGREEMENT BETWEEN
BOARD OF COMMISSIONERS OF UPSON COUNTY, GEORGIA
AND
MAYOR AND COUNCIL OF YATESVILLE, GEORGIA**

THIS AGREEMENT is made and entered into as of the 10 day of July, 2000, by and between the Board of Commissioners of Upson County, Georgia, and the Mayor and Council of the City (Town) of Yatesville, Georgia, regarding the adoption by the said City (Town) of Yatesville, Georgia, in all respects, of the various Minimum Standard Building & Housing Codes; and

WHEREAS, the adoption of these Codes is done to facilitate proper inspection activities by the City (Town) of Yatesville, Georgia, or its designee relating to construction and maintenance of buildings within the City (Town) of Yatesville, Georgia, and relating to public safety, health, and general welfare; and

WHEREAS, on the 10 day of July, 2000, the City (Town) of Yatesville, Georgia, did enact Ordinance No. 98-17 adopting, in all respects, the various Minimum Standard Building & Housing Codes having to do with the matters and things described hereinabove, the inspection relating to said matters and things together with the enforcement thereof and penalties for violation of same; and

WHEREAS, the said County of Upson has and does make such inspections, determine violations, and penalties for a valuable consideration thereby benefiting the said County of Upson and the persons residing therein; and

WHEREAS, the City (Town) of Yatesville, Georgia, is desirous of having the said County of Upson to enter into the corporate limits of said City (Town) of Yatesville, Georgia, and make such inspections, determine violations, and assess penalties in the same manner as said County of Upson does within the boundary of said County;

NOW, THEREFORE, pursuant to the authority granted in O.C.G.A. Section 8-2-26, the said City (Town) of Yatesville, Georgia, does hereby give, grant, and remit unto the said County of Upson the right and authority to enter into the corporate limits of said City (Town) of Yatesville, Georgia, and to inspect, determine said violations, and assess penalties for such violations together with carrying out all of the provisions, terms, and conditions set forth and provided in the various codes aforesaid all pursuant to and in the manner set forth in the aforesaid Codes and the applicable Laws of the State of Georgia; and

The said County of Upson does hereby covenant and agree to enter into the corporate limits of the said City (Town) of Yatesville, Georgia, and to perform inspections, determine violations, and assess penalties in the same manner as said County of Upson has and does perform within the boundary of said County of Upson, all pursuant to the provisions and requirements of said Codes and the Laws of the State of Georgia, subject to the authority of the City (Town) to grant Variances.

The County of Upson, through its appropriate personnel, shall administer the Minimum Standard Building & Housing Codes adopted by the City (Town) of Yatesville, Georgia, and provide inspection and enforcement personnel and services necessary to ensure compliance with said Codes within the boundaries of the City (Town) of Yatesville, Georgia.

This Agreement shall commence upon the execution hereof, and shall continue in force and effect for a period of fifty (50) years; provided, however, either party shall have the right to terminate this Agreement by giving to the other a 90-day written notice of its intention to terminate.

Each party hereto covenants and agrees to enact Ordinances to effectuate the terms and provisions of this Agreement and to commence the procedures to do so as soon as this Agreement has been executed by both parties.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the dates set forth below.

BOARD OF COMMISSIONERS OF UPSON COUNTY

BY: Ed Crews (SEAL)
Chairman, Board of Commissioners

ATTEST: Shannon R. Gallie (SEAL)
County Clerk

DATE: 9-28-00

CITY OF (TOWN) OF YATESVILLE, GEORGIA

BY: Walter L. Boyd (SEAL)
Mayor

ATTEST: Johnny Ruffin (SEAL)
Clerk or Member of Council

DATE: July 10 - 2000



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:UPSON

Service:Courts

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Upson County & City of Thomaston**

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--------------------------|
| Upson County | General Funds, User Fees |
| City of Thomaston | General Funds, User Fees |
| | |
| | |
| | |
| | |

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

The strategy will not make any change, Upson County provides Superior Court, Juvenile Court, Probate Court and Magistrate Court services for all citizens of Upson County. City of Thomaston provides a Municipal Court to handle violations of city ordinances only within the city limits of Thomaston and is funded by the City of Thomaston.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------|----------------------------|-----------------------------------|
| None | | |
| | | |
| | | |
| | | |
| | | |

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: **Jason Tinsley, County Manager**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
**COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242,
 CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012,
 MAYOR OF THE CITY OF THOMASTON (706)647-6633**



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:UPSON

Service: *Cultural Programs*

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Upson County & City of Thomaston**

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

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> |
|--------------------------------------|--|
| Upson County | Unincorporated Services Fund (Special Taxing District) |
| City of Thomaston | General Fund |
| | |
| | |
| | |
| | |

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

Previously the City of Thomaston and Upson County provided some funding to the Thomaston-Upson County Arts Council under an informal arrangement whereby Upson County levied a special point projects tax on all property in the City and County. Under the new strategy the funding will be handled the same way basically, but pursuant to the agreement referred to in paragraph 5 hereinbelow.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|------------------------------|---|-----------------------------------|
| Agreement for Cultural Ser | Upson County & City of Thomaston & Upson Arts Council | 1-1-2007 - 12-31-2007 |
| Upson County and the | | |
| City of Thomaston | | |
| While negotiations continue, | the parties have agreed to operate under the expired | agreement until such time as |
| a new agreement is reached | or one of the parties declares that an impasse exists. In | the event of an impasse, the |
| parties have agreed to enter | mediation and otherwise follow all provisions of the SDS | Act for dispute resolution. |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

AGREEMENT FOR CULTURAL SERVICE

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

WITNESSETH:

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

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

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

1.

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

2.

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

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

3.

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

4.

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

5.

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

6.

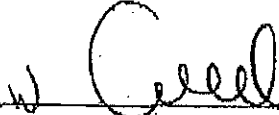
TUAC shall act as the rental agent of the R. E. Lee Auditorium. Monies collected by TUAC will be retained by TUAC for their services as the rental agency. TUAC as the rental agent shall handle all schedules for auditorium use, set prices and fees for users, and prepare use contracts, and collect fees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

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

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

CITY OF THOMASTON

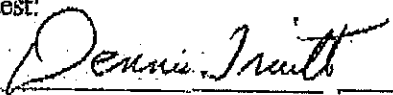
COUNTY OF UPSON



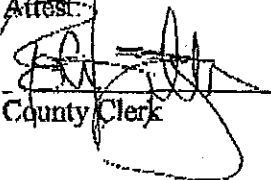
Mayor




County Commission Chairman

Attest:


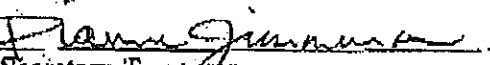
City Clerk

Attest:


County Clerk

TUAC


President

Attest:


Secretary-Treasurer



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:UPSON

Service: *Economic Development*

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Upson County | Joint Projects Fund (Special Taxing District) |
| City of Thomaston | Joint Projects Fund (Special Taxing District) |
| | |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|---|---|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| Agreement Between-Upson County & City of Thomaston & Industrial Development Auth. | Upson County & City of Thomaston & Industrial Development Authority | 06-23-2017-6-23-2022 |

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

State of Georgia Constitutional amendment creating Thomaston-Upson County Industrial Development Authority effective 1964.

7. Person completing form: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blakett
Chairman, Board of Commissioners

ATTEST: Jan Williams
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. Carl
Mayor

ATTEST: Demi Smith
Clerk

DATE: 8/20/2013

AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT (this "Agreement") is made and entered into on this the 23rd day of June, 2017, by and between THOMASTON-UPSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate and politic created and existing under the Constitution and the laws of the State of Georgia (the "Authority"), and the CITY OF THOMASTON, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the "City"); and, UPSON COUNTY, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Upson County, (hereinafter referred to as the "County").

WITNESSETH:

THAT, WHEREAS, the Authority was created by an amendment to the Constitution of the State of Georgia, (Ga. L. 1964, p. 817, et seq., as amended further at Ga. L. 1982, p. 2607, et seq.) which provides, inter alia:

"B. the said Authority is created for the purpose of expanding and developing industry in the City of Thomaston and Upson County and for improving the general welfare of said City and County."

"(F)(7) To maintain, enhance, develop, encourage, or promote trade, commerce, industry, or employment in the City of Thomaston or the County of Upson and to make a long-range plan therefor."

“(F)(16) To do all things within its power to maintain, enhance, develop, promote, or encourage employment opportunities and trade, commerce, and industry in the City of Thomaston or the County of Upson.”;

“(F)(19) To receive and administer gifts, grants and donations and to administer trusts.”;
and,

WHEREAS, the amendment to the Constitution of the State of Georgia, (Ga. L. 1964, p. 817, et seq., as amended further at Ga. L. 1982, p. 2607, et seq.) which created the Authority also provides, inter alia:

“(F)(19) ... Upson County, Georgia, and the City of Thomaston, Georgia, are hereby authorized to make such gifts, grants and donations of public monies to the Authority as their respective governing bodies shall from time to time authorize and make.”; and,

WHEREAS, City and County, in their efforts to assist the Authority’s efforts in maintaining, enhancing, developing, encouraging, or promoting trade, commerce, industry, or employment in the City or the County, are in agreement: 1) to use the funds collected in 2013 by the County for the benefit of the Authority (approximately \$520,349.15) to pay off certain Authority indebtedness; 2) to continue funding the Authority’s non-operating budget at the current level of \$245,652.00 for five years; and 3), to execute a letter of financial commitment evidencing a willingness to provide the Authority financial backing for up to one million dollars for prior approved projects;

WHEREAS, the Authority in its’ efforts to maintain, enhance, develop, encourage, or promote trade, commerce, industry, or employment in the City or the County agrees: 1) to use existing funds to pay off certain Authority indebtedness; 2) to use \$158,152.04 of the jointly agreed upon funding the Authority currently receives as a part of non-operating budget in the

total amount of \$245,652.00 for the aforesaid purposes for a period of five years; and 3), to only use the City and County's letter of financial commitment for prior approved projects;

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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 provision 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 to provide; and

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing premises, the respective undertakings of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the purposes for which the Authority was created, the Authority, City and County hereby agree as follows:

-1-

Simultaneous with the execution of this Agreement, County agrees that it will use \$434,759.40 of the funds collected in 2013 for the benefit of the Authority to payoff Loan Number 56964083. County agrees that it will apply the balance of the funds collected in 2013 for the benefit of the Authority (approximately \$85,589.75) to the principal owed on Loan Number 5481001.

Simultaneous with the execution of this Agreement, Authority agrees that it will use undesignated funds held by the Authority (approximately \$121,612.22) to pay the remaining balance owed on Loan Number 5481001 after the County's payment pursuant to Paragraph 1 hereinabove.

City and County pursuant to their Service Delivery Agreement jointly fund the non-operating budget of the Authority in the amount of \$245,652.00 per year. The City and County agree to continue funding the non-operating budget of the Authority at the existing level of \$245,652.00 for five years from the date of this Agreement. After the two debts referenced in Paragraphs 1 and 2 hereinabove are satisfied, the designated non-operating budget funds will continue to be paid to the Authority for existing debt service and the balance of the non-operating budget funds shall be used by the Authority for debt reduction; capital improvements to the existing industrial parks or incentives associated with expanding and developing industry in the City and County. The Authority further covenants that it will consult with the City and County prior to using the said sums for the aforesaid purposes.

City and County agree to execute a letter of financial commitment evidencing their willingness to provide the Authority financial backing for up to one million dollars for prior approved projects. With the prior consultation and approval of the City and County, Authority shall be entitled to rely on this letter of financial commitment in developing an incentive package for an industrial prospect in furtherance of its express mission of working to expand and develop industry in the City and County.

IN WITNESS WHEREOF, the parties have hereunto set their names and/or the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the Board of Commissioners of Upson County, and upon the minutes of the Mayor and Council of the City of Thomaston, respectively, on the day and year first above written.

THOMASTON-UPSON COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY

(SEAL)

By: Willis E. Johnston (SEAL)
Chairman

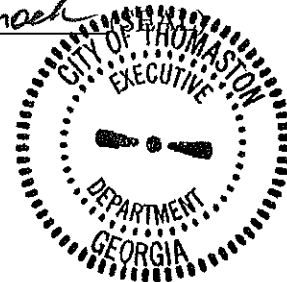
Attest: Elizabeth K. Felt (SEAL)



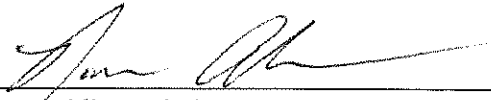
CITY OF THOMASTON, GEORGIA

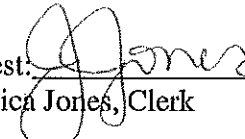
By: John David Stallings (SEAL)
John David Stallings, Mayor

Attest: Paul H. Hammock
Assistant Clerk



BOARD OF COMMISSIONERS, UPSON
COUNTY, GEORGIA

By: 
Norman Allen, Chairman

Attest: 
Jessica Jones, Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:UPSON

Service:Electric Utilities

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| City of Thomaston | User Fees, Franchise Taxes, and Bonded Indebtedness |
| | |
| | |
| | |
| | |

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

No change

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 |
|-----------------------|----------------------------|-----------------------------------|
| None | | |
| | | |
| | | |
| | | |
| | | |

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?

City of Thomaston ordinances or resolutions set rates and fees.

7. Person completing form: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242

CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012

MAYOR OF THE CITY OF THOMASTON (706)647-6633



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:UPSON

Service:Emergency Management

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|-----------------------|
| Upson County | General Fund |
| | |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|----------------------------------|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| | | |
| | | |
| | | |

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: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242

CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012

MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blumetto
Chairman, Board of Commissioners

ATTEST: Sam Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: [Signature]
Mayor

ATTEST: [Signature]
Clerk

DATE: 8/20/2013



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:UPSON

Service:Emergency Medical Services

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

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

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> |
|--------------------------------------|---|
| Upson County | User Fees & Joint Projects Fund (Special Taxing District) |
| City of Thomaston | User Fees |
| | |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|--|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| Ambulance Svc. Agreement | Upson County & Upson Ambulance Company LLC | December 31, 2013 |
| Amendment to Ambulance Service Agreement | Upson County & Upson Ambulance Company LLC | July 14, 2015 |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blakett
Chairman, Board of Commissioners

ATTEST: Ann Williams
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. Carl
Mayor

ATTEST: Demi Pruitt
Clerk

DATE: 8/20/2013

AMBULANCE SERVICE AGREEMENT

This agreement made and entered into, effective the 31st day of December, 2013 between Upson County, a political subdivision of the State of Georgia, (hereafter "Upson"), and Upson Ambulance Company LLC., a Georgia limited liability corporation, (hereafter "UAC"), witnesseth:

Whereas, Upson desires that certain emergency medical services be provided to its citizens by UAC; and

Whereas, UAC is desirous of providing said services to the citizens of Upson, and,

Now, therefore, the parties agree as follows:

I. Services to be provided by UAC

- a. UAC shall provide emergency ambulance service and medically necessary non-emergency ambulance service to the citizens of Upson County on a 24 hour basis beginning at 12:01 A.M. on January 1, 2014. All equipment and personnel will be dispatched by Upson 911 over the Upson County Emergency Services frequency. If UAC is unable to respond in a timely manner, UAC will contact the closest licensed EMS provider to respond under the established Region IV and Region V EMS mutual aid agreements.
- b. UAC shall be the duly licensed provider of Emergency Medical Services in Upson County under the guidelines as set forth for such services by the State of Georgia. UAC shall meet and/or exceed all professional and/or legal standards for licensing as an Emergency Medical Service provider in the State of Georgia.
- c. UAC shall provide emergency medical services in an expeditious manner to all requests within Upson County.
- d. UAC shall respond to requests for standby EMS units at community functions within Upson County, subject to emergency calls having priority.
- e. Except as provided in Paragraph I. f. hereof, patients in Upson County shall have a choice as to the medical facility to which they are transported. In keeping with the guidelines as set forth by the State of Georgia, patients with life-threatening conditions shall be transported to the nearest appropriate facility for evaluation and stabilization prior to transport to other facilities.
- f. Prisoners in the custody of the Upson County Sheriff or any Police Department within Upson County, that require medically necessary ambulance transportation shall be transported to the closest appropriate medical facility and the Law Enforcement Agency shall be billed a flat rate of \$300.00 for the second transport per calendar month and for each transport thereafter for the remainder of the calendar month in which there were multiple transports.

II. Personnel

- a. No fewer than two ALS ambulance crews shall be on duty at any given time. Each crew will include personnel necessary to staff one Advanced Life Support

ambulance with a minimum of one person with a Georgia Paramedic license and one person with a Georgia Emergency Medical Technician license.

- b. UAC shall be responsible for monitoring, assuring, and providing the continuing education training of the EMS Staff. Such monitoring shall include, but will not be limited to, ensuring that all requisite certifications and/or licenses are current; ensuring maintenance of a drug-free work environment; and that all local, state, and federal laws are followed.
- c. UAC shall provide the billing management and support personnel. All billing shall be the sole responsibility of UAC and all revenue collected will remain with UAC. Ambulance transportation rates shall be set by UAC.

III. Equipment and Administration:

- a. UAC shall provide all necessary equipment to provide Emergency Medical Services including Paramedic staffed Advanced Life Support as defined by the State of Georgia.
- b. UAC shall provide all general and medical supplies.
- c. UAC shall provide all administration and operations of said ambulance service.

IV. Insurance

- a. UAC shall provide certificates of insurance and/or copy of policies on which the Upson County Board of Commissioners is named as an "additional insured" for:
 - 1) Automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage.
 - 2) General liability of \$500,000 for each occurrence of bodily injury and property damage.
 - 3) Professional liability in the amount of \$1,000,000 for each claim.

V. Records

- a. UAC shall keep complete records on all services rendered so as to submit complete and timely bills to the users. Receipts for all such services are the property of UAC.
- b. UAC agrees to supply the Upson County Board of Commissioners with a copy of its annual recertification to the Georgia Department of Public Health Ambulance Service License as soon as received by UAC.
- c. UAC agrees to supply to the Upson County Manager, a copy of all personnel certifications pertinent to personnel providing EMS services in Upson County and to maintain these files on a current year-by-year basis.

VI. Process for Collections

- a. It is the policy of UAC that all citizens should have access to quality EMS regardless of their ability to pay. Therefore, we utilize a humane process for collections such that those patients who are financially able to meet their

obligations shall be required to do so and those who are proven to be financially unable to meet their obligations shall be given consideration up to and including:

- 1) Discounting the gross charges to the current Medicare Allowable amount.
- 2) Writing off any balance that may be the responsibility of the patient.

VII. Relationship of Parties – Employment Status

Services rendered by UAC under this Agreement are not rendered as a county employee and amounts paid under this Agreement do not constitute compensation paid to an employee. The parties expressly agree that UAC is an independent contractor and is not a county agent or employee and, as such, is solely responsible for UAC's own employment taxes, workers compensation premiums, and similar expenses in benefits. Upson assumes no liability for the actions of UAC or its agents or employees. This Agreement does not create any joint venture, partnership, undertaking or business between the parties hereto nor does it create any rights or benefits to third parties.

VIII. Governing Law

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

IX. Additional Terms of Agreement

- a. Upson employees and volunteers, who are injured on the job and are transported by UAC, shall have their ambulance bill routed to Upson for payment at the medicare allowable rate for ambulance services that is current at the time of the transport.
- b. Upson County shall provide all search, rescue, and extrication at no cost to UAC.
- c. This Agreement shall be for five (5) years from the date hereof with the initial term ending on December 31, 2018. After the initial five year term this agreement shall automatically renew every twelve (12) months for an additional twelve (12) months unless either party notifies the other in writing of intent to terminate at least 180 days before the renewal date. Either party may terminate this agreement at any time by giving written notice by certified mail of its intention to terminate at least 180 days prior to termination.
- d. UAC shall and hereby does agree to indemnify and hold Upson harmless of and from any and all liabilities, claims, demands, expenses, damages, losses and costs (including attorney's fees) arising or accruing or in any way related to or arising out of the ambulance service provided by UAC, its employees, licensees, contractors and/or agents under the terms of the Agreement.
- e. As consideration for the contract, Upson shall pay to UAC the amount of \$25,000.00 per month beginning January 1, 2014. This payment amount is based on a good faith estimate using data provided to UAC by Upson Regional Medical Center and upon the staffing plan agreed upon by UAC.
- f. This contract is effective on December 31st, 2013.

- g. Upson covenants and agrees to cooperate with and provide all reasonable assistance to UAC in furtherance of this agreement.
- h. Time is of the essence of this contract. This writing represents the entire agreement of the parties, Upson and UAC.

Approved, this 20th day of December, 2013.

Board of Commissioners Upson County

By: Rusty Blackston
Chairman Rusty Blackston (Seal)

Attest: Jan W. DeLeon
County Manager

UAC
By: Joe Robinson
Joe Robinson, President/COO (Seal)

Date: 12-31-13

**AMENDMENT TO AMBULANCE
SERVICE AGREEMENT**

This AMENDMENT TO AMBULANCE SERVICE AGREEMENT (the "Amendment") is made and entered into as of July 14, 2015 and is intended to be effective as of August 1, 2015 by and between Upson County, a political subdivision of the State of Georgia, (hereafter "Upson"), and Upson Ambulance Company, LLC, a Georgia limited liability company ("UAC"), witnesseth:

RECITALS:

WHEREAS, Upson and UAC entered into that certain Ambulance Service Agreement dated as of December 20, 2013, to be effective December 31, 2013 (the "Agreement"), relating to the provision of emergency medical services to the citizens of Upson by UAC;

WHEREAS, Upson and UAC desire to amend the Agreement to eliminate the amount paid to UAC pursuant to Section IX e. of the Agreement;

NOW, THEREFORE, in consideration of the premises, mutual agreements herein set forth and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Upson and UAC, intending to be legally bound, agree as follows:

1. Section IX The Agreement is hereby amended by deleting Section IX e. in its entirety. It being the intent of the parties that Upson shall cease all subsidy payments to UAC effective August 1, 2015.
2. No Other Modification. The Agreement is only modified as set forth herein and in all other respects remains in full force and effect, as so modified.
3. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
4. Modification. This Amendment may not be modified or amended except by written agreement executed by the parties hereto.
5. Counterparts. This Amendment may be executed and delivered, including by facsimile transmission or by electronic transmission in Adobe portable document format (or a "PDF File") or any other means intended to preserve the original graphic and pictorial appearance of a document, in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
6. Severability. The parties hereto intend and believe that each provision in this Amendment comports with applicable local, state and federal laws and judicial decisions. However, if any provision in this Amendment is found by a court of law to be in violation of any applicable ordinance, statute, law administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as written, then such provision shall be given force to the fullest possible

extent that the same is legal, valid and enforceable and the remainder of this Amendment shall be construed as if such provision was not contained therein.

7. No Third Party Beneficiaries. This Amendment shall inure to the sole benefit of the parties hereto. Nothing contained herein shall create, or be construed to create, any right in any person not a party of this Amendment.

* * * *

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

Board of Commissioners of Upson County

By: Rusty Blackston
Chairman Rusty Blackston (Seal)

Attest: J. Jones

Upson Ambulance Company, LLC

By: Joe Robinson
Joe Robinson, President/COO (Seal)

Attest: [Signature]



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:UPSON

Service:Emergency Telephone (E-911)

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Upson County | Joint Projects Fund (Special Taxing District) & User Fees |
| | |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|----------------------------------|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| | | |
| | | |
| | | |

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?

Upson County resolution to impose 911 charge on all exchange access lines in Upson County adopted in September, 1993.

7. Person completing form: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blumhert
Chairman, Board of Commissioners

ATTEST: Ann Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. C. Cuel
Mayor

ATTEST: Demi Pruitt
Clerk

DATE: 8/20/2013



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:UPSON

Service:Fire Protection

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

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

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> |
|--------------------------------------|---------------------------------|
| Upson County | Insurance Premium Tax |
| City of Thomaston | General Funds, Utility Revenues |
| City of Yatesville | LOST |

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

Upson County provides fire protection by funding to five volunteer fire departments that operate in the unincorporated areas of the County. The City of Thomaston and Yatesville Fire Departments do not operate outside their corporate limits except to provide assistance to volunteer units when requested.

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> |
|---|--------------------------------|-----------------------------------|
| Upson County/City of Thomaston Mutual Aid Agreement | City of Thomaston/Upson County | September 11, 1995 |
| | | |
| | | |
| | | |

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

7. Person completing form: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

MUTUAL AID AGREEMENT

GEORGIA, UPSON COUNTY

THIS AGREEMENT, made and entered into this 11th day of September, 1995, by and between the Chiefs of the Volunteer Fire Departments of Upson County, Georgia, hereinafter referred to as the VOLUNTEERS, and the Chief of the City of Thomaston, Georgia Fire Department, hereinafter referred to as the CITY.

WITNESSETH

Whereas, the Parties hereto are the fire chiefs of their respective jurisdictions, and

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 fire service in time of need,

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

1. The parties herein receive emergency fire calls from the '9-1-1' Emergency Answering Center herein referred to as the Answering Center.
2. The Volunteers respond to calls within Upson County but outside the corporate limits of the City of Thomaston, and the City responds to calls within the corporate limits of the City of Thomaston.
3. The parties hereto recognize that there is a possibility that a call to any of said fire departments may be inadvertently directed from the Answering Center to another fire department with contiguous boundaries.
4. To ensure the citizen receives the fastest possible response time, the parties hereto agree to respond to a call after it is dispatched even though it may mean crossing jurisdictional boundaries.
5. The misdirected call may 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.
6. No party to this agreement will charge the other for rendering service in another jurisdictional area under the provisions of this agreement.
7. Neither party shall have any liability to the other for any loss, damage or expense incurred while engaged in activity pursuant to this agreement.
8. 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.

9. This agreement will be in effect immediately upon the signature of the parties hereto.
10. Each of the parties covenant and warrant to cooperate in good faith with the dispatchers and supervisory personnel of the Answering Center to eliminate and preclude, to the extent possible, any mistakes in the dispatch of public safety agencies.

CITY OF THOMASTON FIRE DEPARTMENT

BY: *Jesse Coogler*
JESSE COOGLER, CHIEF

SALEM VOLUNTEER FIRE DEPARTMENT

BY: *Richard McCant*
RICHARD McCANT, CHIEF

LINCOLN PARK VOLUNTEER FIRE DEPARTMENT

BY: *George Trice*
GEORGE TRICE, CHIEF

THURSTON VOLUNTEER FIRE DEPARTMENT

BY: *Ed Slaughter*
ED SLAUGHTER, CHIEF

ROCKHILL VOLUNTEER FIRE DEPARTMENT

BY: *Lamar Hemby*
LAMAR HEMBY, CHIEF

NORTHSIDE VOLUNTEER FIRE DEPARTMENT

BY: *Andy Hay*
ANDY HAY, CHIEF

YATESVILLE VOLUNTEER FIRE DEPARTMENT

BY: *Mike Bates*
MIKE BATES, CHIEF



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:UPSON

Service:Hospital

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

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

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> |
|--------------------------------------|-----------------------|
| Hospital Authority of Upson Co. | User Fees |
| | |
| | |
| | |
| | |

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

No Change

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> |
|-----------------------|----------------------------|-----------------------------------|
| None | | |
| | | |
| | | |
| | | |
| | | |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633



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:UPSON | Service:Indigent Defense |
|---------------------|---------------------------------|

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

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

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

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> |
|--------------------------------------|-------------------------|
| Upson County | General Fund, User Fees |
| City of Thomaston | General Fund |
| | |
| | |
| | |
| | |

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

No change

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> |
|-----------------------|----------------------------|-----------------------------------|
| None | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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?

Upson County has a contract with the State of Georgia Indigent Defense Council to provide legal defense for indigent criminal defendants thru the Municipal Court.

7. Person completing form: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633



Providing zealous, effective, ethical representation to indigent people accused of crimes.

OUR MISSION

Our mission

The Georgia Public Defender Council is an independent agency within the executive branch of the state government of Georgia. Our mission is to ensure, independently of political considerations or private interests, that each client whose cause has been entrusted to a circuit public defender receives zealous, adequate, effective, timely, and ethical legal representation, consistent with the guarantees of the Constitution of the State of Georgia, the Constitution of the United States and the mandates of the Georgia Indigent Defense Act of 2003; to provide all such legal services in a cost efficient manner; and to conduct that representation in such a way that the criminal justice system operates effectively to achieve justice.

[Reference: O.C.G.A. § 17-12-1 (c), Georgia Indigent Defense Act of 2003]



AGREEMENT FOR INDIGENT DEFENSE SERVICES

This is an agreement between the Contractor, The English Law Group, LLC (Public Defender) (hereinafter referred to as Public Defender) and the City Council, as the governing authority of the City of Thomaston, Georgia, a municipality of the State of Georgia (hereinafter referred to as the City), and is effective May 1, 2018 for twelve months ending April 30, 2019.

WITNESSETH:

WHEREAS, the Public Defender is created by law to provide representation to indigent persons in criminal prosecutions and is in accordance with the statutory requirements of the Georgia Indigent Defense Act of 2003, as amended.

WHEREAS, the City is a municipality.

WHEREAS, the City and Public Defender desire to enter into a contract for the provision of criminal defense for indigent persons accused of violating city ordinances and state laws in the Municipal Court of the City of Thomaston, Georgia, pursuant to the statutory provisions of O.C.G.A. Section 17-12-23(d).

WHEREAS, the services to be provided by the Public Defender in the Municipal Court of the City of Thomaston shall include the representation of: (a) indigent persons in criminal prosecutions for violations of state laws or city ordinances in which there is a possibility that a sentence of imprisonment or probation or suspension of any sentence if imprisonment may be adjudged; and (b) indigent persons in all hearings of probation revocations; and (c) the administrative services related to taking applications and qualifying indigent persons for representation and the collection and disbursement of any application fees provided by law.

WHEREAS, the City acknowledges that O.C.G.A. Section 17-12-23(d) requires it to comply with all applicable rules, regulations, policies, and standards adopted by the Counsel for representation of indigent persons in criminal prosecutions and certain other actions in the courts of this state, especially to any extent that there may be criminal prosecutions or other actions against indigent persons arising in the Municipal Courts of the City of Thomaston, Georgia that are not covered by the Public Defender under this contract, including potential conflict cases and appeals as a matter of right.

WHEREAS, the City has approved this contract for the services to be provided by the Public Defender for twelve months and has approved payment of the sum of \$48,600.00 for the services contemplated by this contract.

WHEREAS, the City agrees and understands that the approved amount will be used by the Public Defender for supplemental salaries and other compensation of its personnel (i.e.,

attorneys, administrative assistants, and investigators) and for certain operating and other expenses, all as contemplated and defined in the Georgia Indigent Defense Act of 2003, as amended.

WHEREAS, the Public Defender and the City acknowledge that it is the intent of the parties that the representation of indigent persons contemplated by this contract will meet the standards for adequate and effective legal representation adopted by the Georgia Public Defender Standards Council and intended by the provisions of the Georgia Indigent Defense Act of 2003, as amended, or otherwise required by the Constitution of the State of Georgia and the Constitution of the United States.

NOW, THEREFORE, for and in consideration of the promises, covenants, agreements, provisions, and conditions stated herein concerning the services to be provided by the Public Defender and the payment for same to be made by the City, and for other good and valuable considerations, in hand paid, the receipt and delivery of which is acknowledged, the parties agree, as follows:

1. The Public Defender will provide representation to: (a) indigent persons in criminal prosecutions for violations of state laws or city ordinances in the Municipal Court for the City of Thomaston in which there is a possibility that a sentence of imprisonment or probation or suspension of any sentence of imprisonment may be adjudged; and (b) indigent persons in all hearings of probation revocations in the Municipal Court of the City of Thomaston, Georgia. The Public Defender will also provide the administrative services related to taking applications and qualifying indigent persons for such representation.
2. The parties understand that conflicts of interest may arise in some instances and that such conflicts may prevent representation by the Public Defender. The Public Defender is required to obtain legal counsel to provide legal representation in conflict cases. The Public Defender is required to pay the costs associated with said representation from the funds provided monthly by the city. The City ratifies and approves the use of contract conflict attorneys and the payment by the Public Defender of legal representation in conflict cases. The Public Defender is required to ensure that any contract attorney fulfills the obligations for legal representation the city is responsible to provide under state law. The Public Defender is responsible for payment of conflicts event if the cost of conflict representation exceeds the annual contract amount.
3. The parties understand that indigent persons are entitled to appeal as a matter of right in most, if not all, judgments of conviction and sentences entered against indigent persons in the Municipal Court of the City of Thomaston, Georgia and that indigent persons are entitled to representation by counsel in such appeals. In any case where an indigent is entitled to an appeal as a matter of right and invokes such right, the Public Defender will

handle the appeals of its clients, but only if the number of appeals does not exceed 15 cases. In the event that the number of appeals exceeds 15 cases, then such appeals will be appointed to outside counsel and the City shall be responsible for payment of reasonable attorney fees and expenses for such appeals.

4. The Public Defender maintains and employs the statutory staff required by O.C.G.A. 17-12-26 and employs additional personnel hired pursuant to O.C.G.A. 17-12-31 or other statutory authority. The City approves and ratifies the employment and compensation of additional personnel in accordance with the provisions of O.C.G.A. Section 17-12-31 and 17-12-32. It is specifically understood that all full time personnel, including any supplemental or additional personnel employed by the Public Defender serve at the pleasure of The English Law Group, LLC.
5. The City shall pay the total sum \$48,600.00 for the services to be provided by the Public Defender under this contract for the period contemplated by this contract. These funds shall be used for payment of salaries, benefits and other compensation of the personnel of the Public Defender and for payment of certain operating and other expenses of said office at the discretion of the Public Defender. The City shall pay the Public Defender in monthly payments of \$4,050.00 beginning May 1, 2018. Payment will be due no later than the 15th day of the each month for the term of this contract.
6. To any extent that any of the monies paid by the City under this contract are used to pay salary supplements or compensation to any personnel of the Public Defender, the parties agree that such personnel who receive any salary supplements or compensation are and shall remain employees under the supervision of the Public Defender and are not employees of the City.
7. The parties understand and agree that the amount paid to the Public Defender under this contract (as stated in paragraph 5) is not intended to cover witness fees, expert fees and services, court reporter fees and services, interpreter fees and services, and other fees or costs that may become necessary to incur in a particular case. Such costs and expenses are the obligation of the City in the event that same are reasonable and necessary in a particular case or are otherwise mandated to be provided by rule or by law. The public defender will make application to the court and seek court approval of such costs and expenses prior to incurring same, except where same are mandated to be provided in cases under any court rules or applicable state laws, regulations or policies.
8. The City may, but is not required to, advance or reimburse employees of the Public Defender for travel and other expenses incurred in the performance of the employee's official duties under this agreement, but only if: (a) the expenses are not reimbursed by the state; and, (b) the expenses are pre-authorized by the City and Public Defender upon special request. If the City chooses to make any travel advancements or reimbursements

under this agreement of understanding, the City will provide the Public Defender with the information concerning the travel advances and expense reimbursements required by the City.

9. This agreement is effective for the period beginning May 1, 2018, and ending April 30, 2019.
10. If any term, condition, provision or other part of this agreement between the parties hereto is adjudged, held, found, or declared to be voidable, void, invalid, illegal or unenforceable, it shall not affect the remainder of this agreement, and the remainder of this agreement shall continue to be of full force and effect.
11. If the parties amend, modify, eliminate, or otherwise change any term, condition, provision or other part of this agreement, it shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.
12. The parties acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.
13. The parties agree to cooperate with the other party to effectuate and carry out the intent of this agreement.
14. This agreement, and the rights and obligations of the parties under its terms and provisions, shall be governed by, subject to, and interpreted in accordance with the laws of the State of Georgia. If any dispute arises the parties agree to submit same to mediation or arbitration, if the parties cannot otherwise resolve the dispute among themselves; provided however, this in no way prohibits any party from taking other legal action or pursuing other legal remedies provided by law.
15. All notices required to be served under this agreement shall be made in writing and delivered by first class mail or personally to the party being noticed. Notices served on the Public Defender shall be mailed or personally delivered to The English Law Group, LLC, 1436 Highway 19 North, Thomaston, Georgia 30286. All notices to the City shall be served on Russell Thompson, City Manager, Thomaston-Upson Government Complex, 106 E. Lee Street, Suite 260, (Post Office Box 672), Thomaston, Georgia.
16. This agreement and any attachments are intended to constitute the entire understanding of the parties with regard to the operation of the Public Defender and the payment by the City for the representation services provided by the Public Defender in the Municipal Court of the City of Thomaston, Georgia. This agreement supersedes any other oral or written communication, negotiation or memorandum of understanding.

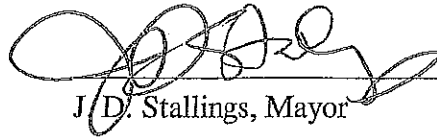
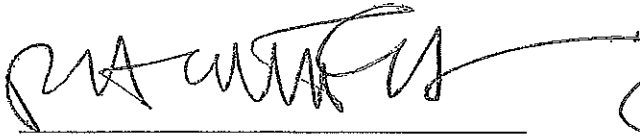
17. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender shall submit a final expenditure report containing all charges incurred through and including the termination date to the City no later than 30 days after the effective date of written notice of termination and the City shall pay the amount due within 15 days of the receipt of the final expenditure report. Upon termination of this agreement, the Public Defender shall not incur any new obligations after the effective date of the termination, except for the winding down and transition services defined or contemplated by paragraphs 19 and 20. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.
18. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.
19. Upon termination, suspension, or expiration of this agreement in whole or in part for any reason, the Public Defender and the City agree to cooperate to effectuate the smooth and reasonable transition of services. This includes, but is not limited to, the continuation of representation by the Public Defender where appropriate or required by law; court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The City shall compensate the Public Defender for all post-suspension, post-termination or post-expiration services under this subsection. So long as the Public Defender continues to provide services, said Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The City shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination or expiration of this agreement.
20. The parties acknowledge that they both have obligations and responsibilities associated with the providing of indigent defense services as contemplated by the Georgia Indigent Defense Act of 2003, as amended, and other applicable Constitutional law and that the termination or expiration of this agreement does not relieve either party of their respective obligations or responsibilities under the law.

21. This agreement will continue in effect after April 30, 2019, on a month by month basis under the same terms and conditions at a monthly rate of \$4,050.00 unless one party gives the other party a ninety day written notice of cancellation.

IN WITNESS WHEREOF, the parties have affixed their signatures to this agreement to be effective as of May 1, 2018.

PUBLIC DEFENDER

CITY OF THOMASTON



R. Heath English
The English Law Group, LLC

J.D. Stallings, Mayor

Date Signed: 5.10.18

Date Signed: 5-9-2018

Witnessed and Attested by:

Witnessed and Attested by:



(May 2018)



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:UPSON

Service:Jail

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|-------------------------|
| Upson County | General Fund, User Fees |
| | |
| | |
| | |
| | |

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

No change

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------|--|-----------------------------------|
| Agreement | Upson County/City of Thomaston & Sheriff Dan Kilgore | Jan 1, 2017 - Jan 1, 2018 |
| | | (auto renews annually) |
| | | |
| | | |
| | | |

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: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242

CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012

MAYOR OF THE CITY OF THOMASTON (706)647-6633

AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this 1st day of January, 2017, by and between THE CITY OF THOMASTON, a municipal corporation, hereinafter referred to as the "City" and DAN KILGORE, in his capacity as the duly elected Sheriff of Upson County, Georgia, hereinafter referred to as "Sheriff"; and, consented to by UPSON COUNTY, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Upson County, hereinafter referred to as the "County".

WHEREAS, the Sheriff of said County presently operates a jail facility for the detention of persons charged with violations of statutes of the State of Georgia and County Ordinances, hereinafter referred to as the "County Jail"; and

WHEREAS, the City of has no facility for the detention of persons arrested for violation of municipal ordinances and other violations of laws prosecuted within the criminal jurisdictional venue of its Municipal Court; and the City is desirous of entering into an agreement with the Sheriff and approved by the County to detain such persons at the County Jail;

WITNESSETH:

THAT, in order to promote, and in the interest of efficient law enforcement in the aforesaid City with the consent of the County, the parties hereto have reached an agreement herein specified pursuant to the provisions of O.C.G.A. Section 15-16-13; and,

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto in consideration of the premises and in compliance with and pursuant to the provisions, terms, and conditions of the Statutes pertaining thereto, the City and Sheriff do hereby contract with each other as follows:

1. The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of one year from such date. The Agreement will automatically renew for one (1) year periods unless the City or the Sheriff provides the other with notice of intent not to renew. This notice must be provided at least sixty (60) days prior to the renewal date. Either the City or the Sheriff may terminate this Agreement for any reason by providing the other with sixty (60) days written notice of its intent to terminate.

2. Sheriff shall provide to the City services and facilities for the detention of persons charged with violation of municipal ordinances of the City and other laws prosecuted within the criminal jurisdictional venue of the Municipal Court of said city, with such services and facilities to be the same as utilized for the detention of persons charged with violations of state statutes and county ordinances.

3. For the first one year term of this Agreement Sheriff, through the County, shall be compensated for said services by the payment by the City of \$25.00 per diem boarding fee for each prisoner booked into or housed in the County Jail on City Municipal Court charges; and, beginning with the second one year term, if applicable, Sheriff, through the County, shall be compensated for said services by the payment by the City of \$35.00 per diem boarding fee for each prisoner housed in the County Jail on City Municipal Court charges. Said boarding fees shall be in addition to any sums paid to the County by the City collected from the Municipal Court of said City pursuant to The Jail Construction and Staffing Act (O.C.G.A. Sec. 15-21-93). The Sheriff monthly shall provide the City with a statement for services provided hereunder, and

the City shall remit payment therefore to the County within thirty days after receipt of that statement.

4. The City hereby agrees to reimburse the County for any expenses incurred by the County that are in excess of those normally provided by the County's medical services contractor in the providing of medical, hospital or dental services and medication to City prisoners detained by the Sheriff in the County Jail pursuant to the provisions of this Agreement. The City agrees to pay all expenses related to, and provide adequate supervision and transportation of any City prisoner requiring off site medical treatment, dental treatment or hospitalization. The City shall indemnify and hold harmless County, its officers and employees, and the Sheriff of and his lawful deputies and employees, from any and all claims, damages, or expenses, including legal expenses incurred in defending actions or habeas corpus proceedings, arising out of or related to the arrest, detention, or imprisonment of persons charged with violations of City ordinances and other criminal laws prosecuted within the criminal jurisdictional venue of the Municipal Court of said City who are detained in the County Jail pursuant to the provisions of this agreement, except that the City shall not be liable for any claims, damages, or expenses, including legal expenses, that may arise due to actions or omissions of any agent or employee of the Sheriff or County, unless such actions or omissions are at the direction of the City.

5. The City shall comply with all procedures and policies of the Sheriff regarding the processing of persons to be detained in the County Jail. Detention by the Sheriff of persons charged with violations of municipal ordinances and other criminal laws prosecuted within the

criminal jurisdictional venue of the Municipal Court of the City shall be contingent upon availability of space in the County Jail.

6. The City shall provide for transportation of all prisoners arrested by its police department to the County Jail as well as for all necessary court appearances of prisoners in its Municipal Court.

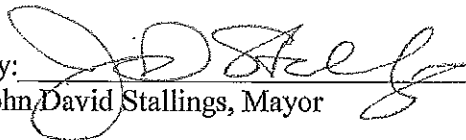
7. Although housed in the County Jail at all times hereunder, prisoners charged with violations of municipal ordinances and other criminal laws prosecuted within the criminal jurisdictional venue of the Municipal Court of the City shall be deemed to be prisoners of the City and any expenses for medical, hospital or dental services and medications, that are in excess of those normally provided by the County's medical services contractor not caused by actions or omissions of any agent or employee of the County shall be the sole responsibility of the City.


8. Except in case of emergency or as directed by medical personnel, the Sheriff shall notify the City of all individuals charged with a municipal offense and housed in the County Jail who request medical treatment prior to those individuals receiving such treatment.

9. The Sheriff shall provide the City with a jail log twice a month identifying City prisoners by category, to-wit: arrested and not bonded, arrested for probation violation, sentenced to serve time, and probation revoked.

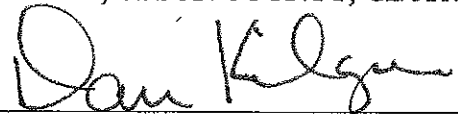
IN WITNESS WHEREOF, the parties have hereunto set their names and/or the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the Board of Commissioners of Upson County, and upon the minutes of the Mayor and Council of the City of Thomaston, respectively, on the day and year first above written.

CITY OF THOMASTON, GEORGIA

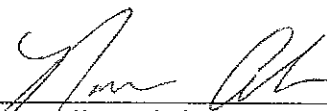
By: 
John David Stallings, Mayor

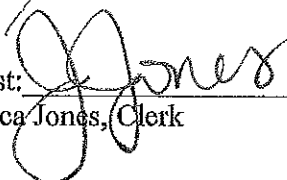
Attest: 
Clint Chastain, Clerk

SHERIFF, UPSON COUNTY, GEORGIA


Dan Kilgore, Sheriff

Consented to by:
BOARD OF COMMISSIONERS, UPSON
COUNTY, GEORGIA

By: 
Norman Allen, Chairman

Attest: 
Jessica Jones, Clerk



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:UPSON

Service:Landfill

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

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

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> |
|--------------------------------------|---|
| Upson County | Joint Projects Fund (Special Taxing District) |
| City of Thomaston | Joint Projects Fund (Special Taxing District) |
| | |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|----------------------------------|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| | | |
| | | |
| | | |
| | | |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blakett
Chairman, Board of Commissioners

ATTEST: Ann Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: Jim Carl
Mayor

ATTEST: Dennis Pruitt
Clerk

DATE: 8/20/2013

**City of Thomaston
Standard Contract Form**

| | | |
|--|---------------------|-----------------|
| Solicitation Title | Solicitation Number | Contract Number |
| Request for Professional Services and Engineering Zorn Street Landfill | | |

1. This Contract is entered into between the City of Thomaston and the Contractor named below:

City of Thomaston (hereafter called City)

Contractor's Name (hereafter called Contractor)

Advanced Environmental Management, Inc.

| | | |
|-----------------------|---------------------|-----------|
| 2. Contract to Begin: | Date of Completion: | Renewals: |
| May 1, 2017 | 04/30/2018 | N/A |

| | | | |
|---|--|---|---|
| 3. Lump Sum Amount of this Contract (if applicable) | Fee Represented as a Percentage of Designated Cost (if applicable) | Revenue Represented as a Percentage of a Designated Lump Sum or Income Stream (if applicable) | Annual Contract Price Agreement (if applicable) |
| | | | \$75,565 |

4. The parties agree to comply with the terms and conditions of the following documents which are by this reference made a part of the Contract:

- | |
|--|
| 1. All Terms, Conditions and Statements of Work Included in Solicitation and Addendum (referenced above) |
| 2. Bid or Proposal Submitted by Contractor along with Contractor's Final Response |
| 3. Fee/Cost Submitted by Contractor |
| 4. All Other Documentation Required in Solicitation |

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

5. **Contractor**

| | |
|---|----------------------------|
| Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) | Federal Identification No. |
| Advanced Environmental Management, Incorporated | 58-1995782 |

| | |
|---|----------------|
| By (Authorized Signature) | Date Signed |
|  | April 25, 2017 |

Printed Name and Title of Person Signing

Darrell L. Webb, Vice President


Address

3482 Keith Bridge Road #137; Cumming, Georgia 30041

| | |
|----------------------|----------------|
| Telephone Number | E-mail Address |
| 770-242-8282 ext 102 | dlw@aem-ga.com |

6. **City of Thomaston**

City Clerk *manager*

| | |
|---|-------------|
| By (Authorized Signature) | Date Signed |
|  | 5/3/12 |

Printed Name and Title of Person Signing

Russell Thompson

Address

P.O. Box 672 Thomaston, GA 30286

ADVANCED ENVIRONMENTAL MANAGEMENT, INC.

Advanced Environmental Management, Inc. (AEM) is pleased to provide the services described below. This contract will serve as authorization for the work requested and confirm the scope of services to be performed.

Compensation for services rendered will be based on the attached fee schedules which are a part of this work authorization. If we are required to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope of work and associated fees.

PROJECT: Professional Engineering Services - Environmental Compliance

PROJECT LOCATION: Zorn Street landfill, Thomaston, Georgia

Charge invoice to the Account of (herein referred to as CLIENT):

FIRM: City of Thomaston, City Manager's Office

ATTENTION: Russell Thompson - City Manager

STREET ADDRESS: 106 East Lee Street

CITY, STATE: Thomaston, GA

ZIP CODE: 30286

PHONE: (706) 647-4242

FAX:

All sales by Advanced Environmental Management, Inc. shall be subject to its Standard Terms and Condition of Sale which state that payment terms are Net Due Upon Receipt of invoice. When an account becomes past due according to its terms, a service charge will be due and payable at a rate of 1 and 1/2% per month or any part thereof. (Rate subject to change without prior notice.)

The undersigned personally and collectively promise to pay all costs of collection, including 15% of the principal and interest as attorney's fees, if the outstanding invoice(s) balance is collected by legal action or through an attorney at law.

AEM's Contract Terms and Conditions and General Terms and Conditions are an integral part of this authorization and are incorporated by reference and attached for your knowledge.

SIGNED:  **DATE:** 2/20/2017

PRINT NAME AND TITLE: Darrell L. Webb - Principal Engineer

WORK AUTHORIZED BY: _____

CLIENT'S SIGNATURE: _____

DATE: _____

SCOPE OF WORK AUTHORIZED

As specified in AEM's Proposal No. P01830 dated December 15, 2016, submitted in response to the REQUEST FOR QUALIFICATIONS for Professional Engineering Services at the City of Thomaston - Zorn Street Landfill.

CONTRACT CONDITIONS

PERSONNEL CHARGES--Compensation for our services is based upon and measured by the following elements: the quoted rates include direct salary, payroll taxes, insurance incident to employment, holidays, sick leave, vacations, general office overhead and profit.

Time spent in either local or inter-city travel, when travel is in the interest of the work, will be charged in accordance with the attached schedule. When traveling by public carrier, a maximum charge of eight (8) hours per day will be made.

Should overtime rates be required, the hourly rates for personnel will be multiplied by 1.30. Overtime is time in excess of eight (8) hours per day and Saturdays, Sundays, or holidays (unless otherwise proposed). Overtime will be worked only with prior approval.

OTHER SERVICES AND SUPPLIES--Charges for services, equipment and facilities not furnished directly by Advanced Environmental Management, Inc. (AEM) computed on the basis of cost plus fifteen (15) percent.

BILLING--Monthly statements will be issued for work completed to date or invoiced upon completion of project. Payment is expected immediately upon receipt of invoice. A service charge of 1.5% per month will be applied to all past due accounts.

WARRANTY AND LIABILITY--Advanced Environmental Management, Inc. warrants that our services are performed, within the limits prescribed by the Client, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposal, or contracts.

Our liability to the Client for injury of damage to persons or property arising out of work performed for the Client and for which legal liability may be found to rest upon us will be limited to our general liability and professional liability insurance coverage, which we maintain in limits of \$1,000,000. At the request of the Client, this limit can be raised for an additional premium charged to the Client.

In the event the Client makes a claim against Advanced Environmental Management, Inc. at law or otherwise, for any alleged error, omission or other act arising from the performance of our services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by Advanced Environmental Management, Inc. in defending itself against the claim.

CONTRACT TERMS AND CONDITIONS

The presence of hazardous materials, including asbestos containing materials (ACM), on or beneath the surface of a site creates extraordinary risks which should be fairly and equitably allocated in proportion to the benefit between herein after referred to as the Client and AEM. (AEM's benefit is relatively small as it consists only the profit from its fee.) Also, such work involves unavoidable non-transferable and often uninsurable risks for AEM created by the nature of the hazardous materials and the tentativeness of present technology.

1. EXISTING SITE INFORMATION

Client shall furnish or cause to be furnished to AEM all information known to Client that relates in any manner to subsurface hazards or man-made obstructions or hazardous conditions or materials on which site AEM will be performing its services, including, but not limited to hazardous wastes, hazardous substances, underground storage tanks, ACM, pipelines and utility lines. AEM shall be entitled to rely upon the information provided by Client. Failure to notify AEM shall result in Client assuming full liability for any and all cost, expenses and damages incurred by AEM as a result of such failure. AEM shall not be responsible for damage to subterranean structures which are not called to AEM's attention with exact location provided or correctly shown on the documents furnished to AEM. Client shall indemnify, defend and hold harmless AEM from and against any claims, losses or damages incurred or asserted against AEM related to Client's failure to mark, protect or advise AEM of underground structures or utilities.

2. LIMITATION ON SCOPE OF SERVICES

AEM has had no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which shall at no time become the property of AEM. Client shall evaluate and select the proper disposal site for treatment or disposal of its hazardous materials and shall select the method of transportation and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction of the Client and to be conducted or completed by AEM shall be construed as being made solely and exclusively on Client's behalf for the Client's benefit, and Client shall defend, indemnify, and hold harmless AEM from and against any and all claims, damages, losses, liability, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, disposal or arrangement for transportation or disposal of hazardous materials, unless caused by the negligence or willful acts of AEM.

3. AQUIFER CONTAMINATION

Client waives any claim against AEM, and agrees to defend, indemnify and save AEM harmless from any claim or liability for injury or loss as a result of cross-contamination caused by drilling and sampling unless due to AEM's negligence or willful acts.

4. EXTENSION OF INDEMNIFICATIONS

Client agrees that all indemnifications granted to AEM also be extended to those subcontractors, individuals or organizations retained by AEM for this work.

5. FAILURE TO DETECT HAZARDOUS MATERIALS

Client waives any claim against AEM, and agrees to defend, indemnify and save AEM harmless from any claims or liability for injury or loss arising from AEM's failure to detect the presence of hazardous materials was due to AEM's failure to properly execute the scope of work set forth in this Contract.

6. FIELD MONITORING AND TESTING

If AEM's services include monitoring of work performed by other contractors not hired by AEM, under no circumstances shall AEM have the right or obligation to stop or direct the contractor's work. AEM will only provide data and recommendations. AEM shall not assume responsibility for the contractor's means, methods, techniques, sequences or procedures and AEM's services shall not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications and applicable laws and regulations. Continuous monitoring by AEM's employees does not mean that AEM is observing all activities of contractor or any other activities on site. If AEM is not retained to monitor remedial construction or ACM abatement recommended by AEM, Client waives any claim against AEM, and agrees to indemnify, defend and save AEM harmless from any claim or liability for injury or loss arising from problems during remedial construction or ACM abatement.

7. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to governmental agencies with respect to any hazardous substances detected on site. If Client disregards AEM's recommendations pertaining to reporting or public health and safety, Client waives any claims against AEM and agrees to defend, indemnify and save AEM harmless from any claim or liability for injury or loss arising from disregarding AEM's recommendations.

8. SITE WORK

AEM will take reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. However, unavoidable damage caused in the execution of the work such as ruttings, cutting and splicing of fences, removal of ACM core samples in

insulation, pipe wrap, etc., drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

9. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify AEM from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents, unless caused by AEM's sole negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance related to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein; allegations that AEM is handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976, Comprehensive environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

If a third party brings suit or claim for damages against AEM alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend AEM and pay on AEM's behalf any judgement resulting against AEM, including interest thereon, unless such damages are caused by AEM's sole negligence.

10. ANALYTICAL TESTING

AEM will perform analytical tests in accordance with current standard characterization techniques (e.g., standard methods, ACM, EPA methods) established by AEM and described in the current AEM Analytical Laboratory's SOP and QA/QC Manual.

11. DISCLOSURE

AEM will maintain all information concerning the identity of samples, the analyses requested, and the results of such analyses, for a period of one (1) year from receipt of samples unless otherwise directed by court order or other legal process. Client shall be solely responsible for complying with all governmental requirements and Client shall indemnify and hold harmless AEM for any costs, expenses or damages incurred by AEM due to Client's failure to follow applicable reporting requirements.

12. ROOF CUTS

If roof cuts are authorized by Client in ACM investigation, it is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, AEM may make temporary repairs at the time of sampling and inspection which may result in additional charges. AEM's personnel are not certified in roofing repair and AEM shall therefore under no circumstances be responsible for any water damage to the roofing system, building, or its contents resulting from AEM's temporary repairs.

13. DISPOSAL OF CONTAMINATED SAMPLES

AEM shall retain samples of soil, rock, waste or other materials contaminated by hazardous substances, including ACM obtained from the project site for no longer than thirty (30) calendar days after issuing written test results, unless otherwise mutually agreed upon in writing, but such samples shall at all times remain the exclusive property of Client. Unless indicated otherwise, AEM solely as Client's agent, may make arrangements for proper transportation and disposal of the samples with appropriate licensed parties or may return the samples to Client. Client agrees to waive any claim against AEM and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from AEM's service as Client's agent in arranging for proper transportation and disposal of contaminated samples. In the event AEM determines the contaminated samples constitute a large quantity or the samples are contaminated with toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.), Client agrees to pay all transportation and disposal costs and provide a manifest signed by Client as generator for transportation to a site selected by Client, or AEM will return the samples to the project site.

GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

Advanced Environmental Management, Inc. (AEM) shall only be required to perform the services specified in this contract and Client shall compensate AEM at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). AEM will provide additional services at the listed standard rates. Unless otherwise stated in the proposal, AEM must receive acceptance of the proposal within ninety (90) days, or the proposal may no longer be valid.

2. RIGHT OF ENTRY

Client grants to AEM the right of entry to the project site by its employees, agents and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to AEM that it has the authority and permission of the owner and occupant of the site to grant right of entry to AEM.

3. PAYMENT TERMS

AEM will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the contract. Payment is due net due upon receipt of invoice, regardless of whether Client has been reimbursed by any other party, unless an extended payment schedule is agreed upon in writing prior to project inception. Client agrees to pay interest of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. AEM reserves the right to withhold final report until receipt of payment.

4. OWNERSHIP OF DOCUMENTS

All materials and documents produced, created or obtained by AEM under this contract, are instruments of AEM's service, but shall be property of Client. AEM shall have the right to retain copies of all such materials. Unless otherwise specified, AEM shall have no obligation to retain any documents for more than one (1) year or as required by applicable governing law, which ever is longer.

5. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. EXCEPT AS SET FORTH HEREIN, AEM

MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY AEM TO CLIENT. Client agrees to give AEM written notice of any real or perceived breach or default under this section and to give AEM a reasonable opportunity to cure such breach or default, without the payment of additional fees to AEM, as a condition precedent to any claim for damages.

6. RISK ALLOCATION

Due to the very limited benefit AEM will derive from this project compared to that of other parties involved, including Client, Client agrees to limit AEM's liability to Client, or any other party using or relying on AEM's work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence or other legal theory, such that the total aggregate liability of AEM to all those named shall not exceed \$50,000 or AEM's total fee for the services rendered on this project, whichever is greater. AEM will waive this limitation up to \$1,000,000 upon Client's request and agreement in writing to pay an additional consideration of 10% of AEM's total fee or \$500, whichever is lesser. This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. If the results of AEM's services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such construction to agree to an identical limitation of AEM's liability for damages suffered by other design professionals, the contractor or subcontractor arising from AEM's professional acts, errors, or omissions.

7. INSURANCE & GENERAL LIABILITY

AEM maintains Worker's Compensation and Employer's Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. AEM has insurance coverage under public liability and property damage which AEM deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.

8. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event AEM determines there may be a significant risk that AEM's invoices may not be paid on a

timely basis, AEM may suspend performance and/or retain any reports or other information until Client provides AEM with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame, or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other party.

9. ASSIGNS

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of AEM.

10. CONFLICTS

Should any element of the Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action may be brought against AEM arising from its performance of services under this contract, whether for breach of contract, tort or otherwise, unless AEM shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in AEM's performance or other breach.

11. SAFETY

AEM's responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any other persons who are directly involved with AEM's work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of AEM, nor the presence of AEM's employees and its subcontractors shall be construed to imply AEM has any responsibility for any activities on site performed by personnel other than AEM's employees or subcontractors. Additionally, AEM shall, if so requested, reasonably comply with the requirements of any applicable health and safety plan provided to it by Client.

12. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of

profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

13. DELAYS IN WORK

AEM will charge Client at standard rates for stand-by or non-productive time for delays in AEM's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

14. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold AEM liable for problems that may occur if AEM's recommendations are not followed and waives any claim against AEM, and agrees to defend, indemnify and hold AEM harmless from any claim or liability for injury or loss that results from failure to implement AEM's recommendations either whole or in part.

15. FORCE MAJEURE

Neither Client nor AEM shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

16. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in AEM's report, are based on information furnished by others and/or estimates made by AEM's personnel and are only considered approximations, unless otherwise stated. AEM may deviate a reasonable distance from any test or sampling location specified by Client. If, in order to complete a given boring to its designated depth, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work, including the original boring and all re-drilling, will be charged for at the appropriate rates in the fee schedule.



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:UPSON

Service:Law Enforcement

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Upson County & City of Thomaston**

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

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> |
|--------------------------------------|-----------------------|
| Upson County | General Fund |
| City of Thomaston | General Fund |
| | |
| | |
| | |
| | |

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

No change

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|---------------------------------|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County/ City of Thomaston | Sept. 11, 1995-auto renewal |
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| | | |

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

None

7. Person completing form: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242

CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012

MAYOR OF THE CITY OF THOMASTON (706)647-6633

UPSON COUNTY

LAW ENFORCEMENT

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

MUTUAL AID AGREEMENT

GEORGIA, UPSON COUNTY

THIS AGREEMENT, made and entered into this 11th day of September, 1995, by and between the Sheriff of Upson County, Georgia, hereinafter referred to as the COUNTY, and the Chief of Police of the City of Thomaston, Georgia, hereinafter referred to as the CITY.

WITNESSETH

Whereas, the Parties hereto are the chief law enforcement officers of their respective jurisdictions, and

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. The parties herein receive emergency phone calls relating to public safety from the '9-1-1' Emergency Answering Center herein referred to as the Answering Center.
2. The County responds to calls within Upson County but outside the corporate limits of the City of Thomaston, and the City responds to calls within the corporate limits of the City of Thomaston.
3. The parties hereto recognize that there is a possibility that a call to either public safety agency may be inadvertently directed from the Answering Center to the other agency with contiguous boundaries.
4. To ensure the citizen receives the fastest possible response time, the parties hereto agree to respond to a call after it is dispatched even though it may mean crossing jurisdictional boundaries.
5. The misdirected call may 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.
6. No party to this agreement will charge the other for rendering service in another jurisdictional area under the provisions of this agreement.
7. Neither party shall have any liability to the other for any loss, damage or expense incurred while engaged in activity pursuant to this agreement.

8. 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.
9. This agreement will be in effect immediately upon the signature of the parties hereto.
10. Each of the parties covenant and warrant to cooperate in good faith with the dispatchers and supervisory personnel of the Answering Center to eliminate and preclude, to the extent possible, any mistakes in the dispatch of public safety agencies.



SHERIFF, UPSON COUNTY, GEORGIA



CHIEF OF POLICE, CITY OF THOMASTON



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:UPSON | Service:Library Services |
|---------------------|---------------------------------|

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

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

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> |
|--------------------------------------|---|
| Upson County | Joint Projects Fund (Special Taxing District) |
| City of Thomaston | Joint Projects Fund (Special Taxing District) |
| | |
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| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|--|----------------------------------|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| | | |
| | | |
| | | |
| | | |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blakett
Chairman, Board of Commissioners

ATTEST: Jim Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: [Signature]
Mayor

ATTEST: [Signature]
Clerk

DATE: 8/20/2013



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:UPSON | Service:<i>Mental Health Facility</i> |
|---------------------|--|

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Upson County | Joint Projects Fund (Special Taxing District) |
| City of Thomaston | Joint Projects Fund (Special Taxing District) |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|--|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| City of Thomaston and McIntosh Trail Community Service Board | City of Thomaston & McIntosh Trail Community Service | 7-1-19 - 6-30-20 |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

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| Airport | County |
| Recreation Department | County |
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| Emergency Medical Service | URMC or Contractor |
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5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

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AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

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8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

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9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

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ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

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Recreation Department

Emergency Management Agency

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Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

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TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blumhert
Chairman, Board of Commissioners

ATTEST: Jan Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. C. Cuel
Mayor

ATTEST: Demi Pruitt
Clerk

DATE: 8/20/2013

LEASE AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT made and entered into on this the 28th day of May, 2019, by and between the CITY OF THOMASTON, a Municipal Corporation of the County of Upson and State of Georgia hereinafter referred to as the "City" and McIntosh Trail Community Service Board (The Gilmore Center), a Georgia Corporation of Upson County, hereinafter referred to as the "Board".

WITNESSETH:

That for and in consideration of the premises, the mutual covenants and premises, of the parties herein contained, and in the further consideration of the sum of \$1.00 in hand paid by each of the parties hereto, on to the other, the receipt and sufficiency whereof is hereby acknowledge, it is agreed as follows to-wit:

-1-

The City does hereby rent and lease to the Board, and the Board does hereby hire and let from the City, all that certain tract of improved real property located within the City of Thomaston, in Land Lot No. 183 of the Tenth Land District of Upson County, Georgia, and being more particularly described with reference to the attached Exhibit "A", which said Exhibit is by this reference incorporated herein in aid of the description to subject tract.

-2-

The right to tenancy under this agreement shall commence as of July 1st, 2019, and shall terminate at 12:00 midnight on June 30, 2020, and during said tenancy the Board shall pay to the City the sum of \$100.00 per month, in advance, as a monthly charge in lieu of rent; furthermore, said monthly payment in lieu of rent shall automatically be adjusted on July 1 of each year to reflect changes in the CPI (Consumer Price Index) for the previous calendar year. Further if the City finances an expansion of the Center, then the Board shall pay an additional monthly payment equivalent to and principal and interest payment the City pays on a 30 year variable rate loan to finance said expansion of the Center. The payment(s) shall be due on the first day of each and every month during the term of this Agreement.

-3-

The City shall have the right to opt out of the Agreement on June 30th of any year after June 30, 2020, if the City provides the Board 12 months' notice of its intent to opt out. This right to opt out is not mutual.

-4-

City shall have the right to make modifications and improvements to the premises at its sole discretion. City shall provide written notice 15 days in advance of initiating said modifications and improvements.

-5-

During the term of this Agreement said premises shall be used by the Board for the sole purpose of operating and maintaining a school and training center for mentally challenged citizens and the failure on the part of the Board to operate and maintain said facility shall constitute a breach of this Agreement.

-6-

The Board shall not, without the prior written consent of the City, assign this lease or any interest thereunder, or sublet said premises or any part thereof, or permit the use of said premises by any party other than the Board.

-7-

The Board accepts subject improved premises in their present condition, and as suited for the use and purposes intended by the Board, and further, the Board covenants and agrees to maintain the improvements located upon subject real estate, making all needful and necessary repairs and performing such items of normal upkeep as will preserve said improvements as same presently exist, normal wear, tear and deterioration only excepted; PROVIDED HOWEVER, the duties imposed on the Board as to such maintenance and repairs shall not be construed so as to require the Board to make any additions, improvements, betterments, replacements, or extraordinary repairs which would increase the value of useful like of said improvements.

-8-

The Board shall not, without the prior written consent of the City, make any structural modifications to said improvements, nor shall it construct, erect or cause to be placed upon subject property any additional structure or improvements of any such type whatsoever.

-9-

The Board shall maintain the ground area of subject tract in a neat and attractive manner, properly attending to all maintenance and landscaping needs of said premises.

-10-

The Board shall pay all bills for gas, water, electricity, and other utilities incurred in its use of subject premises. The Board shall be responsible for pest control, and shall obtain a termite inspection annually.

-11-

Time is of the essence of this Agreement.

-12-

This Agreement shall create the relationship of landlord and tenant between the City and the Board, but no estate shall pass out of the City, the Board having only a usufruct, not subject to levy and sale, and not assignable by the Board except with City's prior written consent.

-13-

At the termination of this Agreement the Board shall surrender subject premises to the City in the same condition as same exists as of the commencement of the term hereof, natural wear and tear only accepted.

-14-

Should the improvements located upon subject real estate be destroyed or substantially damaged by fire or other casualty, all monthly charges in lieu of rent shall abate as of the date of said destruction or damage. The City shall have the right to repair or reconstruct subject premises, and in the event it elects to so repair or reconstruct subject premises, this Agreement shall continue in effect upon the completion of its said repairs or construction, but the City shall be under no obligation to repair or reconstruct subject premises.

-15-

The Board will maintain insurance procured through the State of Georgia Department of Administrative Services, Risk Management Services with limits of at least \$1,000,000 per person/\$3,000,000 per occurrence and will provide the City with a Certificate of Insurance.

-16-

The Board will indemnify and hold the City harmless for negligent acts of its employees, residents and volunteers.

-17-

Notwithstanding any other provisions herein contained, it is further specifically agreed by the Board that the City shall have the absolute right and authority, at any time or times during the term of this Agreement, to reduce and/or modify the boundaries of the land area constituting the subject matter of this Lease Agreement, provided that at no time shall the acreage leased to the Board under the terms hereof be less than 1.3 acres, with the center of said 1.3 acres being the center of the primary improvements located upon subject real estate in which said Board operates and maintains its school and training center for mentally challenged citizens.

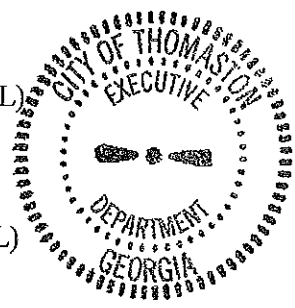
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, acting by and through their duly authorized officers, the day and year first above written.

[Signature page follows]

CITY OF THOMASTON, GEORGIA (SEAL)

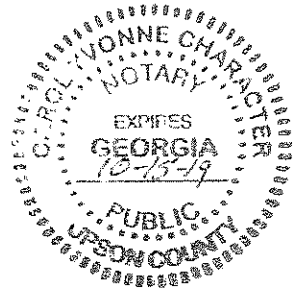
BY: [Signature] (SEAL)
MAYOR

ATTEST: [Signature] (SEAL)
ASSISTANT CITY CLERK



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

[Signature]
Notary Public, State of Georgia



MCINTOSH TRAIL COMMUNITY SERVICE BOARD (SEAL)

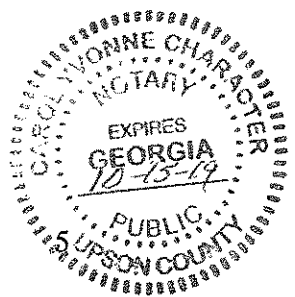
[Signature]

BY: _____ (SEAL)
Chief Executive Officer

ATTEST: [Signature] (SEAL)
Developmental Disability Director

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

[Signature]
Notary Public, State of Georgia



STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
CERTIFICATE OF INSURANCE

| | |
|--|--|
| Name and Address of Agency Department of Administrative Services Risk Management Services P.O. Box 38198, Capitol Hill Station Atlanta, Georgia 30334 | Coverages Afforded By: Company Letter A State of Ga. Risk Management Services Company Letter B Great American Insurance Company Company Letter C Company Letter D Company Letter E |
| Name and Address of Insured McIntosh Trail CSB 1535 N. Expressway, Suite 301 Griffin, Georgia 30223 | |

This certificate is given as a matter of information only and confers no rights upon the certificate holder. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy(ies) described herein is subject to all the terms, exclusions and conditions of such policy(ies). This certificate does not amend, extend or otherwise alter the coverages afforded by the policy(ies) described herein.

| COMPANY LETTER | TYPES OF INSURANCE | POLICY NUMBER | POLICY EXPIRES | LIMITS APPLY SEPARATELY PER POLICY |
|---|---|------------------|----------------|--|
| A | A TORT CLAIMS LIABILITY POLICY. State agency or Authority is insured when sued in state courts. | TCP 401-14-19 | 6/30/2019 | BODILY INJURY & PROPERTY DAMAGE & PERSONAL INJURY COMBINED PER PERSON \$1,000,000 AGGREGATE \$3,000,000 OCCURRENCE POLICIES (X) |
| A | B EMPLOYEE LIABILITY POLICY. Employee is insured when sued individually. | CGL 401-14-19 | 6/30/2019 | |
| | C STATE AUTHORITY POLICY. Coverage applies when Authority is sued in federal court | | | |
| Contractual and/or Additional Insured Coverage applies to Certificate Holder if policy A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> is checked. | | | | |
| A | D Owned, rented, and non-owned automobiles when Agency or Authority is sued in state court or employee is sued in federal court | TCP 401-14-19 | 6/30/2019 | C.S.L. PER PERSON \$1,000,000 AGGREGATE \$3,000,000 |
| | E Physical Damage Coverage | | | Other than Coll. 500 Ded. Coll. 500 Ded. |
| | F Excess Authority Coverage when Authority is sued in federal court G Excess Contractual and /or additional insured coverage when certificate holder is sued in federal or state court yes <input type="checkbox"/> no <input type="checkbox"/> | | | LIMITS SHOWN INCLUDE THE LIMITS OF LIABILITY SHOWN UNDER COVERAGES C-D FOR AUTHORITIES ONLY SINGLE LIMIT LIABILITY: |
| A | H WORKER'S COMP. COVERAGE | SELF-INSURED | NONE | STATUTE |
| B | COV. MISC. COVERAGE I Property J Other (Fidelity Bond) | GVT 554-39-95-18 | 6/30/2019 | \$50,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Contractual Liability is NOT provided and the Certificate Holder is NOT an additional insured. Coverage applies to state employees while performing state assigned duties.

CANCELLATION:

In the event of cancellation of the policy(ies) described herein, Risk Management Services will endeavor to provide 30 days written notice to the certificate holder, however Risk Management Services assumes no legal responsibility for failure to do so.

NAME AND ADDRESS OF CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

DATE ISSUED: 6/7/2018

Wade S. Damm

AUTHORIZED REPRESENTATIVE



Nathan Deat
Director

Sharon Ryan
Director

June 7, 2018

Re: State of Georgia Self-Insurance Programs

To Whom It May Concern:

Please be advised, the Georgia Tort Claims Act (O.C.G.A. 50-21-20 *et seq.*) provides a limited waiver of sovereign immunity for claims against the State of Georgia arising from certain negligent acts or omissions of 'state officers or employees' up to a maximum damage amount of \$1,000,000 per person, \$3,000,000 per occurrence. The Georgia Tort Claims Act mandates that the Department of Administrative Services insures or self-insures and administers all claims brought against a state agency or agencies under this Act.

If a claim brought under the Georgia Tort Claims Act goes into litigation, the State Attorney General's Office has primary control over the case and constitutionally is only able to provide counsel for state agencies and their employees.

Accordingly, as a general rule, the State of Georgia will not add a private, non-state entity or individual as an additional insured and/or loss payee under the state's self-insurance programs administered by the Department of Administrative Services.

Should you have any further questions, please do not hesitate to contact me.

Sincerely,

Wade E. Damron
Director
DOAS, Risk Management Services Division



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:UPSON | Service:Park and Recreation |
|---------------------|------------------------------------|

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---|
| Upson County | User Fees & Joint Projects Fund (Special Taxing District) |
| City of Thomaston | User Fees & Joint Projects Fund (Special Taxing District) |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|--|---|-----------------------------------|
| Agreement Between Upson County and the City of Thomaston | Upson County & City of Thomaston | 8-20-2013 - 8-20-2023 |
| Intergovernmental Agreement | Upson County & City of Thomaston | Feb 13, 2003 - Feb 12, 2053 |
| Agreement | City of Thomaston & Board of Education | Automatic Renewal |
| M.O.U. | Upson Co Manager/Upson Co School Superintendent | December 31, 2040 |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

Intergovernmental Agreement
Between
City of Thomaston, Georgia
And
Thomaston-Upson Board of Education
Revised January 9, 2008

Whereas the City of Thomaston is a municipal corporation in Georgia with responsibility for promoting recreation opportunities for its citizens, and;

Whereas the City of Thomaston is the owner of the Silvertown Ballpark and property, and;

Whereas the *Thomaston-Upson Board of Education* is responsible for having school sporting programs such as baseball; and

Whereas the *Thomaston-Upson Board of Education* requests to utilize the Silvertown Ballpark and ballpark property for high school baseball games; and

Therefore the City of Thomaston, Georgia agrees to allow the *Thomaston-Upson Board of Education* to utilize the Silvertown Ballpark for high school baseball games under the terms and conditions listed.

The *Thomaston-Upson Board of Education* (school board) agrees to the following:

1. Accept responsibility for all of the upkeep and maintenance of the facility and grounds.
2. Maintain adequate property and liability insurance coverage for the ballpark and property.
3. Identify the City of Thomaston as additionally insured and forward a copy of said policy to the city each year when the policy is renewed.
4. Assume responsibility for all utility costs associated with the facility and grounds.
5. Refrain from constructing or placing any buildings or structures on the property without obtaining approval from the city.
6. Refrain from making any major alterations of the property without receiving approval from the city.
7. Assume responsibility for financing any city *and school board* approved construction additions.
8. Provide a list of the baseball game schedule as soon as said schedule is available.
9. Recognize that the city may hold other events at the ballpark during the baseball season or during the year.

The City of Thomaston (city) agrees to the following:

1. Allow the school board to utilize the ballpark and grounds for school baseball games.
2. Allow the school board to identify any approved newly constructed buildings or structures by any name approved by the school board and place a plaque or plaques on or in the structure.
3. Any events that the city will hold at the ballpark will not interfere with school games or scheduled practices.
4. The school board will have the power to control access to utilities associated with the facility and grounds.

This agreement will continue to automatically renew itself on an annual basis at the end of 2008 unless either party notifies the other before October 1st of any given year.

K. B. Bell 2-1-08 *J. W. Cull* 2/10/08
School Board Chair Date Mayor Date

M. Shook 1-23-08 *Dennis Truitt* 2/13/08
Secretary Date City Clerk Date



JOINT PROJECTS MASTER AGREEMENT BETWEEN UPSON COUNTY, GEORGIA

AND

THE CITY OF THOMASTON

THIS AGREEMENT made and entered into as of the 20th day of August, 2013, by and between the City of Thomaston, Georgia, (the "City") and Upson County, Georgia (the "County"), jointly hereinafter sometimes referred to as the "Parties",

WITNESSETH:

THAT, WHEREAS, the Parties are now, and have for a number of years, engaged in the provision of joint services and the joint use and operation of joint facilities for their citizens, including a jointly owned and operated Thomaston-Upson County Airport ("Airport"), Zorn Street Landfill ("Landfill"), Thomaston-Upson Archives facility ("Archives"), Hightower Memorial Library ("Library"), Recreation Program (with some jointly owned facilities and some separately owned, but jointly used, facilities) ("Recreation Department"), a facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Thomaston-Upson County Senior Center ("Senior Center"), Industrial Development Authority ("IDA"), Emergency Telephone (911) Service, and Emergency Medical Service; and

WHEREAS, the Parties have determined and agreed that the preferred way of funding these projects is by each of the Parties hereto paying its share of the costs of providing said services based on its percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.361%, City of Thomaston digest 36.56%)

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

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blumetto
Chairman, Board of Commissioners

ATTEST: Jim Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. Carl
Mayor

ATTEST: Demi Pruitt
Clerk

DATE: 8/20/2013

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between The Upson County Manager

And

The Thomaston-Upson County School Superintendent

A. Parties:

1. The Upson County Manager and his/her designated representative, the Thomaston-Upson County Recreation Department.
2. The Thomaston-Upson County Superintendent of Schools and his/her designated representative, the Upson Lee Athletic Department.

B. Purpose:

The purpose of this Memorandum of Understanding is to administratively memorialize the long standing, informal agreement between the parties hereto, and their respective elected bodies, relative to the usage of the Holstun Gym by the Thomaston-Upson County Recreation Department.

C. Background:

Historically, the Upson Lee Athletic Department has permitted the Thomaston-Upson County Recreation Department usage of the Holstun Gym (November-March yearly) for various recreational purposes after Upson Lee Junior Varsity (ULJV) basketball practices have concluded. This arrangement has served the best interests of the parties and the community.

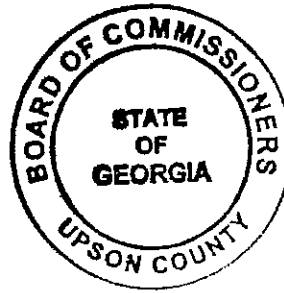
D. Terms:

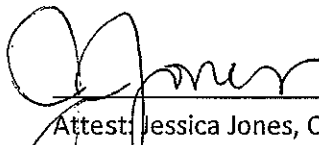
1. The Thomaston-Upson County School System through its designated representative, the Upson Lee Athletic Department agrees to allow the Upson County Manager through its designated representative, the Thomaston Upson County Recreation Department continued usage of the Holstun Gym after ULJV basketball practices have concluded; it is agreed that this usage will be during months of November-March yearly.
2. It is understood that the Thomaston-Upson County Recreation Department will provide assistance in the cleaning/general upkeep of said gym.
3. The parties hereto agree to share general maintenance and cleaning of the Holstun Gym during the aforementioned period.

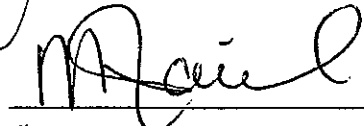
E. Duration:


1. This MOU is "at will" and may be modified only by mutual written consent of the parties hereto.
2. This MOU shall be effective upon signing by both parties, and shall remain in effect until December 31, 2040.

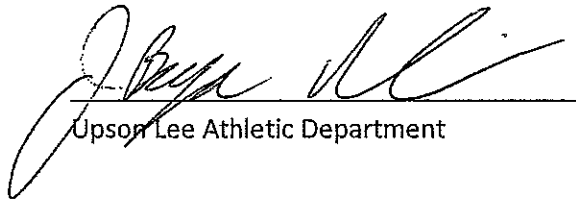

Upson County Manager




Attest: Jessica Jones, County Clerk


Thomaston-Upson County
Recreation Department


Thomaston-Upson County
Superintendent of Schools


Upson Lee Athletic Department

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding Between The Upson County Manager

And

The Thomaston-Upson County School Superintendent

A. Parties:

1. The Upson County Manager and his/her designated representative, the Thomaston-Upson County Recreation Department.
2. The Thomaston-Upson County Superintendent of Schools and his/her designated representative, the Upson Lee Athletic Department.

B. Purpose:

The purpose of the Memorandum of Understanding is to administratively memorialize the long standing, informal agreement between the parties hereto, and their respective elected bodies, relative to the usage of the Little League Field for Spring/Fall Baseball practices by the Thomaston-Upson County Recreation Department.

C. Terms:

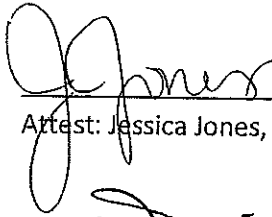
1. The Thomaston-Upson County Superintendent of Schools through its designated representative, the Upson Lee Athletic Department, agrees to allow the Upson County Manager through its designated representative, the Thomason-Upson County Recreation Department usage of the Little League Field for Spring Baseball practices during the months of February-June yearly and September-November yearly for Fall Baseball practices.
2. The parties hereto agree that during its usage the Thomaston-Upson County Recreation Department will provide general maintenance (grass cutting, trash removal, turf fertilization and cleanup) at said Little League Field.
3. The parties hereto agree that during its usage the Thomaston-Upson County Recreation Department will be responsible in scheduling events at said Little League Field.

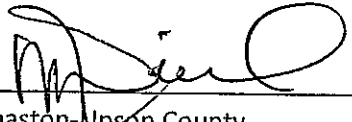
D. Duration:


1. This MOU is "at will" and may be modified only by mutual written consent of the parties hereto.
2. This MOU shall be effective upon signing by both parties, and shall remain in effect until December 31, 2040

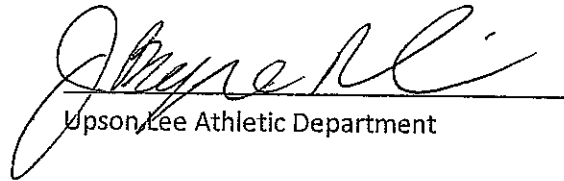

Upson County Manager




Attest: Jessica Jones, County Clerk


Thomaston-Upson County
Recreation Department


Thomaston-Upson County
Superintendent of Schools


Upson Lee Athletic Department

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding Between The Upson County Manager

And

The Thomaston-Upson County School Superintendent

A. Parties:

1. The Upson County Manager and his/her designated representative, the Thomaston-Upson County Recreation Department.
2. The Thomaston-Upson County Superintendent of Schools and his/her designated representative, the Upson Lee Athletic Department.

B. Purpose:

The purpose of this Memorandum of Understanding is to administratively memorialize the long standing, informal agreement between the parties hereto, and their respective elected bodies, relative to the usage of the Softball Complex off Tom McKinley Road (hereinafter "Softball Complex").

C. Background:

Historically, the Softball Complex has been utilized by the parties hereto with the Thomaston-Upson County Recreation Department managing it from January to late July yearly, and the Upson Lee Athletic Department managing it from late July through November/ December yearly. This arrangement has served the best interests of the parties and the communities.

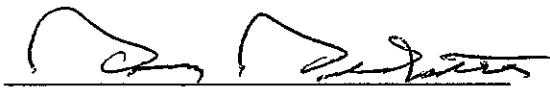
D. Terms:

1. The parties hereto agree that the Thomaston-Upson County Recreation Department will manage the Softball Complex during the months from January to late July yearly; the Upson Lee Athletic Department will manage said complex during the months from late July to November/December yearly.
2. The parties hereto agree to cooperate in communicating and developing a schedule to accommodate both recreational softball and middle/high school softball needs.
3. General maintenance (grass cutting and trash removal) will be the responsibility of the party using the complex at said time.
4. Needed repairs (electrical, ballfield, scoreboard, fence, and concession stand) shall be the responsibility of the party using the complex at the time such repairs are required.
5. Thomaston-Upson County Recreation Department is responsible to provide a maintenance program (fertilization, herbicide control, fire ant control and general insecticide) at said Softball Complex.
6. When asked by the Upson Lee Athletic Department, the Thomaston-Upson County Recreation Department will provide assistance for "field preparation and maintenance".

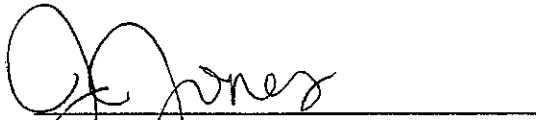
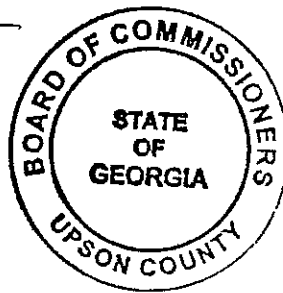
7. The Thomaston-Upson County Superintendent of Schools agrees to provide utilities for said Softball Complex.
8. The parties hereto agree to cooperate in providing improvements (field dirt addition, concession stand and bathrooms) to said Softball Complex.

E. Duration:

1. This MOU is "at will" and may be modified only by mutual written consent of the parties hereto.
2. This MOU shall be effective upon signing by both parties, and remain in effect until December 31, 2040.



Upson County Manager


Attest: Jessica Jones, County Clerk

Thomaston-Upson County
Recreation Department



Thomaston-Upson County
Superintendent of Schools



Upson Lee Athletic Department

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding Between The Upson County Manager

And

The Thomaston-Upson County School Superintendent

A. Parties:

1. The Upson County Manager and his/her designated representative, the Thomaston-Upson County Recreation Department.
2. The Thomaston-Upson County Superintendent of Schools and his/her designated representative, the Upson Lee Athletic Department.

B. Purpose:

The purpose of the Memorandum of Understanding is to administratively memorialize the long standing, informal agreement between the parties hereto, and their respective elected bodies, relative to the usage of the Upson Lee Middle School (ULMS) track facility by the Thomaston-Upson County Recreation Department.

C. Background:


Historically, the Upson Lee Athletic Department has permitted the Thomaston-Upson County Recreation Department usage of the ULMS track facility for youth tee ball practices (March-June) and youth football practices (August-November). This arrangement has served the best interests of the parties and the community.

D. Terms:

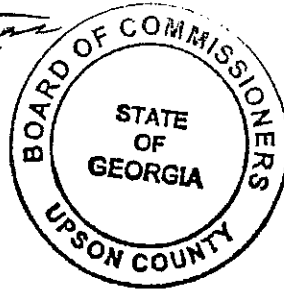
1. The Thomaston-Upson County Superintendent of Schools through its designated representative, the Upson Lee Athletic Department agrees to allow the Upson County Manager through its designated representative, the Thomaston-Upson County Recreation Department continued usage of the ULMS track facility for Youth Tee Ball practices (March-June yearly) and Youth Football practices (August-November yearly).
2. The Thomaston-Upson County Recreation Department expressly agrees to provide assistance in mowing grass and trash pickup at the track facility during the applicable time periods of its usage.
3. The Thomaston-Upson County Recreation Department expressly agrees to refrain from scheduling any and all practices which may conflict with ULMS track events.
4. The parties hereto expressly agree to share general maintenance and cleaning of said track facilities during the aforementioned time periods.
5. The Thomaston-Upson County Recreation Department expressly agrees to provide annual fire ant control for said track facility.

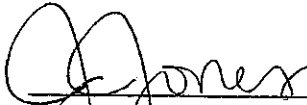
E. Duration:

1. This MOU is "at will" and may be modified only by mutual written consent of the parties hereto.
2. This MOU shall be effective upon signing by both parties, and shall remain in effect until December 31, 2040.

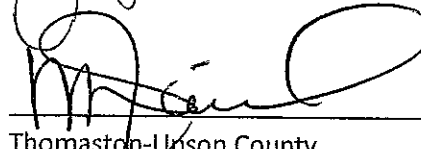


Upson County Manager






Attest: Jessica Jones, County Clerk



Thomaston-Upson County
Recreation Department



Thomaston-Upson County
Superintendent of Schools



Upson Lee Athletic Department

Copy to Mr. Daniel

*up No. 8023-UP. 21.ents
mathews field memo*

LAW OFFICES
MALLORY & TRICE, LLP

300 WEST GORDON STREET
P. O. Drawer 832
THOMASTON, GEORGIA 30286

TRUITT A. MALLORY
J. EDWARD TRICE, JR.
MATTHEW T. MALLORY

Telephone (706) 647-1842
Facsimile (706) 647-1852

June 7, 2010

MEMO

RE: Ownership of Mathews Field
FROM: J. Edward Trice, Jr., County Attorney
TO: Kyle Hood, County Manager / Upson County Board of Commissioners

Since the question concerning the naming of some of the facilities at Mathews Field is on the agenda, I thought it might be helpful to advise you of the ownership arrangement for that facility. In order for the County to spend \$710,235.00 of its 1995 SPLOST funds on Mathews Field and the adjoining baseball complex, it was necessary for the school system to convey the properties to the County since the school system did not have an E-SPLOST at that time. On April 5, 1996, the Thomaston Upson County School System conveyed Mathews Field and the adjoining baseball complex to Upson County and on that day the County executed a lease agreement with the school system leasing said facilities back to the school system until December 31, 2020. At the end of that term, the County would re-convey the properties to the school system for the sum of one dollar. The lease provides that the school system will have priority use of all of these facilities during the term of the lease and will provide maintenance and upkeep as well as utilities for Mathews Field throughout the term of the lease. The school system was also required to keep all of the facilities insured. During the term of this lease the only rights the County has to the use of said property is through the Thomaston-Upson County Recreation Department. The scheduling of the use of Mathews Field is controlled by the school system at all times.

CONTRACT AND LEASE AGREEMENT

GEORGIA, UPSON COUNTY

THIS AGREEMENT, made and entered into on this the 5th day of April, 1996, by and between **UPSON COUNTY, GEORGIA**, (hereinafter "County") a political subdivision of said state, and **THOMASTON-UPSON COUNTY SCHOOL DISTRICT**, a political subdivision of said state (hereinafter "School District"), acting by and through the **THOMASTON-UPSON COUNTY BOARD OF EDUCATION**;

WITNESSETH:

THAT, WHEREAS, after joint study and consultation, the County and the School District have determined that for reasons of efficiency of operation and cost savings, it is in the public interest of the citizens of Upson County that certain recreational facilities in Upson County be improved so that the use of said facilities by the citizens of the County and the children in the School District can be maximized and the costs to the County and the School District be minimized; and

WHEREAS, the County has determined that the improvements to said facilities can best be financed through the imposition of a special County one percent sales and use tax; and

WHEREAS, the County has authorized and issued \$7,000,000.00 in Upson County General Obligation Sales Tax Bonds dated December 1, 1995 (the "Sales Tax Bonds") for the purposes, *inter alia*, of funding the acquisition, construction, equipping and installation of parks and recreational facilities to be owned by the County, including the acquisition of all property, both real and personal, necessary therefore (the "County Parks and Recreation Project") at an estimated maximum cost of \$1,657,700.00, and said bonds are to be paid from the proceeds of a Special Purpose Local Option Sales Tax voted on by the citizens of Upson County and imposed by the Board of Commissioners thereof; and

WHEREAS, the County and the School District wish to enter into an intergovernmental contract pursuant to Article IX Section III Paragraph I of the Constitution of the State of Georgia, with respect to the provision of services and for the joint use of certain recreational facilities as hereinafter described;

NOW, THEREFORE, in consideration and furtherance of the foregoing, and in the further consideration of the promises herein contained and the benefits flowing to the parties hereto, it is agreed as follows:

-1-

The County hereby leases to the School District upon the terms and conditions hereinafter set out the Matthews Field Recreational Complex (composed of Matthews Field, Municipal Field, the Little League Field and batting cages) which property is more particularly described on Exhibit "A" attached hereto for a term which shall commence upon execution of this agreement by both parties and shall terminate at midnight on December 31, 2020, unless sooner terminated by mutual agreement of the County and School District. The County reserves full rights of ingress and egress over said property as may be necessary to facilitate the use of said recreational facilities by the County and its citizens. The parties hereto acknowledge that subject property has been conveyed by the School District to the County for the sum of One Dollar (\$1.00) contemporaneously herewith and the County agrees to reconvey the same to the School District upon termination of this lease for the sum of One Dollar (\$1.00).

-2-

The County agrees that it will apply proceeds and interest earned from the Sales Tax Bonds in an amount not less than \$710,235.00 toward the purpose of renovating Matthews Field, Municipal Baseball Field and the Little League Field and batting cages.

-3-

The School District agrees that it will supervise the design, planning and construction of the renovations to Matthews Field and that it will keep the County fully informed of said plans and construction schedule prior to the expenditure of any Sales Tax Bond proceeds thereon. The County agrees to supervise the renovation of the Municipal Field and the Little League Field through the Thomaston-Upson County Recreation Department ("Recreation Department"). The School District further covenants and agrees that it will provide all utilities for the Matthews Field Recreation Complex and the maintenance and upkeep for Matthews Field throughout the term hereof at no cost to the County.

-4-

The parties hereto agree that the School District shall have priority use of Municipal Field and the Little League Field during regular school hours and during scheduled practice hours and scheduled interscholastic athletic events and that the County will have priority use of these recreational facilities during all other times. The parties hereto agree that the School District shall have priority use of Matthews Field at all times and that the School District shall handle the scheduling of all events held thereon. The parties hereto further agree that the recreational facilities of the County are managed by the Thomaston-Upson County Recreation Department and the School District agrees that it will coordinate dates for the use of these facilities with the director of the Recreation Department.

-5-

The School District agrees that it will maintain property, casualty and indemnity insurance on the Matthews Field Recreation Complex described hereinabove throughout the term of this lease, insuring the interest of the County and the School District for property damage and liability as their respective interests may appear.

-6-

The parties hereto covenant and agree that they will cooperate as fully as possible at all times to facilitate the joint use of the recreational facilities described herein to effect maximum economies in the use and enjoyment thereof by the County and the School District.

-7-

This contract and lease agreement shall not be assignable by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have authorized this contract and lease agreement by appropriate actions of their governing bodies and have further authorized the execution and delivery hereof, this 5th day of April, 1996.

UPSON COUNTY, GEORGIA

BY: [Signature]
Chairman, Board of Commissioners of
Upson County

ATTEST: [Signature]
Clerk, Board of Commissioners of
Upson County

THOMASTON-UPSON COUNTY SCHOOL DISTRICT

BY: [Signature]
Chairman, Board of Education of
Thomaston-Upson County School District

ATTEST: [Signature]
School Superintendent (Ex Officio
Secretary, Board of Education of
Thomaston-Upson County School District)

EXHIBIT "A"

TRACT NO. 1: All that certain tract or parcel of land, together with all improvements thereon, situate, lying and being in the City of Thomaston in Land Lot No. 192 of the 10th Land District of Upson County, Georgia, and bounded as follows, to-wit: North by East Main Street (Georgia Highway No. 74); east by Holstun Drive; south by Triune Mill Road; and west by the east, or back line of Block "C" of the subdivision of lands of Mrs. Mae S. Weaver (known as Hillside Park Subdivision), the plat of which subdivision is of record in Plat Book 1, page 119, Clerk's Office, Superior Court, Upson County, Georgia, which said plat is incorporated herein by this reference.

TRACT NO. 2: All that certain tract or parcel of land, situate, lying and being on the east side of Glendale Road in the City of Thomaston in Land Lot No. 192 of the 10th Land District of Upson County, Georgia, consisting of all of Lot No. 10 and the north one-half of Lot No. 11, of Block "C" of the subdivision of lands of Mrs. Mae S. Weaver (known as Hillside Park Subdivision), which said subdivision is shown on a plat thereof of record in Plat Book 1, page 119, in the Office of the Clerk of the Superior Court of Upson County, Georgia, which said plat, as so recorded, is incorporated herein in aid of this description.



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:UPSON

Service:Public Health Services

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|-----------------------|
| Upson County | General Fund |
| | |
| | |
| | |
| | |

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

No change

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 |
|-----------------------|----------------------------|-----------------------------------|
| None | | |
| | | |
| | | |
| | | |
| | | |

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: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633



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:UPSON

Service:Road/Street Maintenance

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Upson County, City of Thomaston & City of Yatesville**

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|--|
| Upson County | Unincorporated Services Fund (Special Taxing District) , LMIG, SPLOST, TSPLOST |
| City of Thomaston | General Fund, LMIG, SPLOST, TSPLOST |
| City of Yatesville | General Fund |
| | |

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

Upson County has been primarily maintaining the roads in the unincorporated areas of the County and the City of Thomaston and the City of Yatesville have been maintaining the streets and roads in their corporate limits. Upson County on request by the cities has obtained county contracts and performed road maintenance and paving in the cities and will continue to do so.

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 | Upson County & City of Thomaston | 01-17-2019 - 01-17-2034 |
| Upson County and the | | |
| City of Thomaston and the | | |
| City of Yatesville | | |
| Intergovernmental Agreement | Upson County & City of Thomaston | July 22, 2014-1-17-2023 |
| | | |

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: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

**STATE OF GEORGIA
COUNTY OF UPSON**

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION
OF PROCEEDS FROM A TRANSPORTATION SPECIAL PURPOSE
LOCAL OPTION SALES AND USE TAX**

THIS AGREEMENT is entered into as of the 17th day of January, 2019, by and between UPSON COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the **UPSON COUNTY BOARD OF COMMISSIONERS** (hereinafter the "County"), the **MAYOR AND CITY COUNCIL OF THOMASTON, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter "Thomaston"), the **MAYOR AND COUNCIL OF THE CITY OF YATESVILLE, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter "Yatesville"), (Thomaston and Yatesville hereinafter being also collectively referred to as "Municipalities" and individually as "Municipality" where the context requires or permits).

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 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 provision 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 to provide; and

WHEREAS, Part 1 of Article 5A of Chapter 8 of title 48 of the Official Code of Georgia Annotated (the "Act") authorizes the levy of a transportation special purpose local option sales and use tax (the "TSPLOST") at a rate of up to 1% within the special district of the County for the purpose of financing certain transportation purposes; and

WHEREAS, the Act authorizes the County and the Municipalities to enter into an "intergovernmental agreement" (as defined in the Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, govern the use and distribution of the TSPLOST proceeds for various transportation purposes; and

WHEREAS, the County and Municipalities met on the 26th day of November, 2018 to discuss possible projects for inclusion in a TSPLOST referendum to be held on the 19th day of March, 2019 (the "Election") in conformance with the requirements of O.C.G.A. § 48-8-262(a)(2); and,

WHEREAS, prior to the meeting of the County and Municipalities, on the 1st day of December, 2017, the County determined that a majority of the governing authorities of counties within the Three Rivers Regional Commission of Georgia have not passed resolutions calling for the levy of a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and,

WHEREAS, the County proposes to issue general obligation debt of \$6,000,000 (the "Bonds") for a portion of its transportation purposes for which the 2019 TSPLOST is imposed to be repaid from and in conjunction with the imposition of the 2019 TSPLOST; and,

WHEREAS, the County and the Municipalities desire to enter into this Agreement in order to, *inter alia*, govern the use and distribution of the TSPLOST proceeds for various transportation purposes;

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(1) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia (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.

(2) 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.

(3) The authorization, execution, delivery, and performance by the County of this Agreement do not violate 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.

(4) 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) (a) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) 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.

(6) The County will take all actions necessary to call the Election to be held in all voting precincts in the County on the 19th day of March, 2019, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a TSPLOST at a rate of I% shall be imposed on all sales and uses allowed by law within the special district of Upson County for a period of time not to exceed 5 years and for the raising of an estimated amount of \$17,000,000.00 to be used for funding the transportation purposes specified in Exhibit A attached hereto (the "2019 TSPLOST"), which question includes authorization for the County to issue the Bonds in an amount up to \$6,000,000.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

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

(2) 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 Municipality, except as shall have been obtained as of the date hereof.

(3) The authorization, execution, delivery, and performance by the Municipality of this Agreement do not violate any ordinances of the Municipality 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.

(4) 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 Municipality, threatened against or affecting the Municipality (or, to the knowledge of the Municipality, any meritorious basis therefor) (a) contesting or questioning the existence of the Municipality or the titles of the present officers of the Municipality to their offices or (b) wherein an unfavorable decision, ruling or finding would (i) adversely affect the enforceability of this Agreement or (ii) materially adversely affect the transactions contemplated by this Agreement.

(5) The Municipality 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.

(6) The Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4) and is located entirely or partially within the geographic boundaries of the special district created in the County.

C. It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260 *et seq.*

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, installation, and/or funding of the transportation purposes specified in Exhibit A of this Agreement.

E. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of 2019 TSPLOST proceeds and expenditures for each transportation purpose

undertaken by the County or Municipalities respectively as required for fulfilling the terms of this Agreement and compliance with O.C.G.A. § 48-8-260 *et seq.*

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the 2019 TSPLOST in accordance with the provisions of O.C.G.A. § 48-8-262(d).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the 2019 TSPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-263.

C. This Agreement is further conditioned upon the collecting of the 2019 TSPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 3. Effective Date and Term of the Tax and Agreement

A. The 2019 TSPLOST, subject to approval in the Election, shall begin collections on July 1, 2019 and continue for a period of five (5) years or until the end of the calendar quarter during which the Commissioner of the State Department of Revenue determines that the tax will have raised revenues sufficient to provide net proceeds equal to or greater than the amount specified as the maximum amount of net proceeds to be raised by the tax.

B. This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(1) the official declaration of the failure of the election described in this Agreement; or

(2) the expenditure by the County and all of the Municipalities of the last dollar of money collected from the 2019 TSPLOST after the expiration of the 2019 TSPLOST or the termination of the 2019 TSPLOST as provided in O.C.G.A. § 48-6-264(b).

Section 4. County and Municipal TSPLOST Funds; Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2019 Upson County Transportation Special Purpose Local Option Sales Tax Fund ("County 2019 TSPLOST Fund"). The County shall select a financial institution which shall act as a depository and custodian of the County 2019 TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2019 [name of Municipality] Transportation Special Purpose Local Option Sales Tax Fund ("[name of Municipality] 2019 TSPLOST Fund"). Each Municipality shall select a financial institution which shall act as a depository and custodian of the 2019 TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All 2019 TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 5 of this Agreement, 2019 TSPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the transportation purposes detailed in this Agreement. No funds other than 2019 TSPLOST proceeds shall be placed in such funds or accounts.

D. All interest earned on the 2019 TSPLOST Funds maintained by the County and the Municipalities shall remain in the 2019 TSPLOST Funds and shall be used exclusively for the transportation purposes detailed in this Agreement.

Section 5. Procedure for Disbursement of 2019 TSPLOST Proceeds

A. The County and the Municipalities agree that the 2019 TSPLOST proceeds shall be distributed as follows in this Section 5. As required by O.C.G.A. § 48-8-269.5(d), all proceeds of the 2019 TSPLOST in each bond year designated by the County shall be deposited to a debt service fund for the Bonds until all debt service requirements of the Bonds for that year are provided for from such deposits (such date, each bond year, being referred to as the "Bond Satisfaction Date"). Taking into account such statutory requirement, the County shall make further disbursements as described hereinbelow.

(1) A disbursement in the amount of \$140,000.00 will be made to Yatesville from the first 2019 TSPLOST proceeds, except if the Bonds are issued and outstanding, such disbursement will be made within 60 days after the Bond Satisfaction Date for the applicable bond year. In the event there are insufficient funds lawfully available from the 2019 TSPLOST to pay such amount when due, the amount of the deficiency shall be paid when such proceeds are lawfully available after any Bond Satisfaction Date and prior to any other disbursement to the County or to Thomaston.

(2) After payment to Yatesville of the \$140,000.00 as described in paragraph (1) above, and after any applicable Bond Satisfaction Date, the next \$13,510,000.00 in 2019

TSPLOST proceeds collected, when available, shall be apportioned between the County at 56.5507% and Thomaston at 43.4493%. If, at the time for payment of any installment of proceeds, the County, by virtue of deposits to the debt service fund for the Bonds made as provided in Section A above is deemed to have received (including amounts set aside for payment of debt service on the Bonds) greater than 56.5507% of the proceeds to be distributed pursuant to this paragraph (2), the next lawfully available proceeds after the applicable Bond Satisfaction Date shall be disbursed to Thomaston until the County's percentage of the proceeds to be distributed pursuant to this paragraph (2) and received or deemed received by the County is reduced to 56.5507%. It is the intention of the parties that pursuant to this paragraph (2) the \$13,510,000 be distributed:

(a) To the County - \$7,640,000.00 (to include amounts set aside for payment of debt service on the Bonds) to be used for the County's transportation purposes as specified in Exhibit A.

(b) To Thomaston - \$5,870,000.00, to be used for Thomaston's transportation purposes as specified in Exhibit A.

(3) After any applicable Bond Satisfaction Date, 2019 TSPLOST proceeds collected in excess of \$13,650,000.00 shall be distributed among the County and the Municipalities as follows:

(a) County - 56.0% to be used for the County's transportation purposes as specified in Exhibit A;

(b) Thomaston - 43.0% to be used for Thomaston's transportation purposes as specified in Exhibit A; and,

(c) Yatesville - 1.0% to be used for Yatesville's transportation purposes as specified in Exhibit A.

If, at the time for payment of any installment of proceeds pursuant to this paragraph (3) the County, by virtue of deposits to the debt service fund for the Bonds made as provided in section A above, is deemed to have received (including amounts set aside for payment of debt service on the Bonds) greater than 56% of the proceeds to be distributed pursuant to this paragraph (3), the next lawfully available proceeds after the applicable Bond Satisfaction Date shall be disbursed to Thomaston 97.7273% and Yatesville 2.2727% until the County's percentage of the proceeds

distributed pursuant to this paragraph (3) is reduced to 56%.

B. The County and the Municipalities agree that the State Department of Revenue shall distribute all proceeds of the 2019 TSPLOST directly to the County, less the one percent paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1). Within ten (10) business days of receipt by the County of 2019 TSPLOST proceeds collected by the State Department of Revenue, the County shall disburse 2019 TSPLOST proceeds based on the apportionment schedule in Subsection A of this Section. Where the apportionment schedule includes an approximate percentage and a dollar amount, monthly disbursements shall be based on the percentage until the final monthly disbursement necessary to reach the dollar amount, which final monthly disbursement shall be in whatever amount is necessary to reach the dollar amount.

C. Except as may be permitted by O.C.G.A. § 48-8-260 *et seq.*, the monies in the County's 2019 TSPLOST Fund shall be used exclusively for the County's transportation purposes as specified in Exhibit A and the monies in each Municipality's 2019 TSPLOST Fund shall be used exclusively for each Municipality's transportation purposes as specified in Exhibit A.

D. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality'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 Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

E. All transportation purposes described herein shall be funded from proceeds from the 2019 TSPLOST as provided in this Agreement; provided, however, that in the event the 2019 TSPLOST proceeds shall be insufficient to fund any such transportation purposes, then each party hereto shall have the sole discretion to determine how such party's respective transportation purposes may be funded, including without limitation reduction of the scope or elimination of the transportation purpose, or the provision of funds other than the 2019 TSPLOST proceeds. The order or priority in which the County's or each Municipality's transportation purposes will be

funded will be determined by the County or such Municipality, as the case may be, in its sole discretion.

F. Should the County, when all proceeds of the TSPLOST have been allocated as provided in this Agreement, have received in excess of 56% of such proceeds, the County, from its other lawfully available funds, within 90 days of the final receipt of such proceeds, will pay an amount equal to the amount of such excess to the Municipalities in a proportion such that the total of such payment and the proceeds of the TSPLOST paid to Thomaston and Yatesville are in the proportion of 97.7273% to Thomaston and 2.2727% to Yatesville.

Section 6. Transportation Purposes

All transportation purposes to be funded in whole or in part from 2019 TSPLOST proceeds are listed in Exhibit A, which is attached hereto and made part of this Agreement. The parties acknowledge that the estimated costs for the specified transportation purposes are subject to adjustment to accommodate variations in actual costs, available funding, feasibility, and priority of specified transportation purposes. The County and each Municipality shall expend at least 30 percent of their allocation of TSPLOST proceeds on transportation purposes consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).

Section 7. Excess Proceeds

In the event that any 2019 TSPLOST proceeds being held in either the County's 2019 TSPLOST Fund or any Municipality's 2019 TSPLOST Fund become "excess proceeds" as that term is defined in O.C.G.A. § 48-8-269(f)(1)(B), then the County or Municipality in whose 2019 TSPLOST Fund such excess proceeds are being held may use such excess proceeds for any purpose for which the County or Municipality could otherwise legally use ad valorem tax revenues.

Section 8. Audits

A. During the term of this Agreement, the distribution and use of all 2019 TSPLOST proceeds deposited in the 2019 TSPLOST Fund and each Municipal 2018 TSPLOST Fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-269.5(a)(2). The County and each Municipality receiving 2019 TSPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide the County a copy of the audit of the distribution

and use of the 2019 TSPLOST proceeds by the Municipality. Provided, however, that the Municipality's provision of a copy of the audit to the County shall not imply any obligation on the part of the County to exercise any oversight of the Municipality's management or expenditure of 2019 TSPLOST proceeds. In the event that a Municipality fails to comply with the terms of this Agreement or with the requirements of O.C.G.A. § 48-8-260 *et seq.*, the County shall not be held liable for such noncompliance.

Section 9. Annual Reports

Pursuant to O.C.G.A. § 48-8-269.6, the County and each Municipality shall publish annually, in a newspaper of general circulation in the boundaries of the County or Municipality, a simple, nontechnical report which shows for each transportation purpose in the resolution calling for imposition of the 2019 TSPLOST 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. Such annual reports shall be published no later than December 31st of each year.

Section 10. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- | | |
|-------------------|--|
| If to the County: | Upson County Board of Commissioners 106 E. Lee Street, Suite 110 Thomaston, GA 30286 Attn: County Manager |
| If to Thomaston: | City of Thomaston P.O. Box 672 Thomaston, GA 30286 Attn: City Manager |
| If to Yatesville: | City of Yatesville 41 Childs Avenue Yatesville, GA 31097 Attn: Mayor |

Section 11. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the

understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the 2019 TSPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 12. Amendments

A. This Agreement shall not be amended or modified except by a written amendment executed in accordance with this Section.

B. This Agreement may be amended by a written amendment executed by the governing authorities of the County, Thomaston and Yatesville.

Section 13. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 14. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 15. Compliance with Law

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 16. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent or waiver of any future breach of the same or of any other provision of this Agreement.

Section 17. Counterparts

This Agreement shall be executed in five (5) counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 18. Mediation

The County and the Municipalities agree to submit any controversy arising under this Agreement to non-binding mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

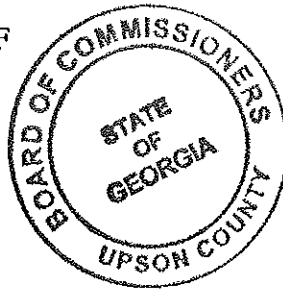
[Signatures on Following Page]

IN WITNESS WHEREOF, the County and the Municipalities, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered on the date indicated herein.

BOARD OF COMMISSIONERS OF
UPSON COUNTY, GEORGIA

By: [Signature]
Norman Allen, Chairman

Attest: [Signature]
Jessica Jones, Clerk



MAYOR AND COUNCIL OF THE
CITY OF YATESVILLE, GEORGIA

By: [Signature]
Jim Maddox, Mayor

Attest: [Signature]
Carmella Jenkins, Clerk

MAYOR AND COUNCIL OF THE
CITY OF THOMASTON, GEORGIA

By: [Signature]
J.D. Stallings, Mayor

Attest: [Signature]
Gail Hammock, Assistant City Clerk



EXHIBIT A

TRANSPORTATION PURPOSES AND ESTIMATED COSTS

| Upson County Transportation Purposes | |
|--|-----------------------|
| Transportation Purpose | Estimated Cost |
| <p>Road, street, and bridge purposes, including but not limited to: (i) acquisition of rights of way for roads, streets, bridges, sidewalks, and bicycle paths; (ii) construction of roads, streets, bridges, sidewalks, and bicycle paths; (iii) renovation and improvement of roads, streets, bridges, sidewalks, and bicycle paths, including resurfacing; (iv) relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths; (v) improvement of surface-water drainage from roads, streets, bridges, sidewalks, and bicycle paths; (vi) patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths; (vii) roadside mowing; (viii) intersection improvements; (ix) road striping; (x) road signage; (xi) borrow pit materials used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; (xii) a capital outlay project or projects consisting of any of the foregoing to be owned, operated, or administered by the state and located, in whole or in part, in Upson County; (xiii) equipment used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; and (xiv) all accompanying infrastructure and services necessary to provide access to roads, streets, bridges, sidewalks, and bicycle paths. At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).</p> | <p>\$9,520,000.00</p> |

| Thomaston Transportation Purposes | |
|---|-----------------------|
| Transportation Purpose | Estimated Cost |
| <p>Road, street, and bridge purposes, including but not limited to: (i) acquisition of rights of way for roads, streets, bridges, sidewalks, and bicycle paths; (ii) construction of roads, streets, bridges, sidewalks, and bicycle paths; (iii) renovation and improvement of roads, streets, bridges, sidewalks, and bicycle paths, including resurfacing; (iv) relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths; (v) improvement of surface-water drainage from roads, streets, bridges, sidewalks, and bicycle paths; (vi) patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths; (vii) roadside mowing; (viii) intersection improvements; (ix) road striping; (x) road signage; (xi) borrow pit materials used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; (xii) a capital outlay project or projects consisting of any of the foregoing to be owned, operated, or administered by the state and located, in whole or in part, in Thomaston; (xiii) equipment used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; and (xiv) all accompanying infrastructure and services necessary to provide access to roads, streets, bridges, sidewalks, and bicycle paths. At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).</p> | <p>\$7,310,000.00</p> |

| Yatesville Transportation Purposes | |
|---|-----------------------|
| Transportation Purpose | Estimated Cost |
| <p>Road and street purposes, including but not limited to: (i) acquisition of rights of way for roads, streets, bridges, sidewalks, and bicycle paths; (ii) construction of roads, streets, bridges, sidewalks, and bicycle paths; (iii) renovation and improvement of roads, streets, bridges, sidewalks, and bicycle paths, including resurfacing; (iv) relocation of utilities for roads, streets, bridges, sidewalks, and bicycle paths; (v) improvement of surface-water drainage from roads, streets, bridges, sidewalks, and bicycle paths; (vi) patching, leveling, milling, widening, shoulder preparation, culvert repair, and other repairs necessary for the preservation of roads, streets, bridges, sidewalks, and bicycle paths; (vii) roadside mowing; (viii) intersection improvements; (ix) road striping; (x) road signage; (xi) borrow pit materials used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; (xii) a capital outlay project or projects consisting of any of the foregoing to be owned, operated, or administered by the state and located, in whole or in part, in the city of Yatesville; (xiii) equipment used for constructing and maintaining roads, streets, bridges, sidewalks, and bicycle paths; and (xiv) all accompanying infrastructure and services necessary to provide access to roads, streets, bridges, sidewalks, and bicycle paths. At least 30 percent of the amount spent for road, street, and bridge purposes shall be consistent with the state-wide strategic transportation plan as defined in O.C.G.A. § 32-2-22(a)(6).</p> | <p>\$170,000.00</p> |

INTERGOVERNMENTAL AGREEMENT

GEORGIA, UPSON COUNTY:

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 22nd day of July, 2014, by and between UPSON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and the CITY OF THOMASTON, GEORGIA, a municipal corporation of the State of Georgia ("City"):

THAT, WHEREAS, Article IX, Section II, Paragraph III(a)(4) of the Georgia Constitution (the "Supplemental Powers Clause"), provides: "... any county, municipality, or any combination thereof may exercise the following powers and provide the following services: ... [a] street and road construction and maintenance including curbs, sidewalks, street lights and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof"; and,

WHEREAS, the Service Delivery Act (Article II, Chapter 70 of Title 36 of the Official Code of Georgia) requires cities and counties to confer in order to minimize inefficiencies resulting from the duplication of services; and,

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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

provision 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 to provide; and,

WHEREAS, the City and County entered a Joint Projects Master Agreement (hereinafter "Joint Projects Agreement") on August 20, 2013; and,

WHEREAS the City and County reserved the issue of resolving the funding mechanism for the County Road Department for future negotiation; and,

WHEREAS, the City and County have successfully negotiated a resolution of the funding mechanism for the County Road Department.

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

County will pay the entire County Road Department budget out of the special tax district comprised of the unincorporated area of Upson County. This shall include any and all administrative costs associated with the road department including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to the use of any facilities, etc.

City will pay County \$150,000.00 per year for the use of County roads beginning with a first payment due on December 15, 2014, and annual payments thereafter due on December 15th for the term of the agreement which shall be the same as the Joint Projects Agreement, all other dates hereinafter used shall be the same as set forth in the Joint Projects Agreement.

County shall have no obligation to maintain any roads owned by the City.

Either party may opt out of this Intergovernmental Agreement at the end of the initial term of the Joint Projects Agreement as set forth in Article Eight of the Joint Projects Agreement.

The parties agree this Intergovernmental Agreement may be terminated by following the provisions of Article Nine of the Joint Projects Agreement; provided, however, this Intergovernmental Agreement can only be terminated if either party elects to opt out of the entire Joint Projects Agreement.

[Remainder of Page Intentionally Blank]

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

LIPSON COUNTY, GEORGIA

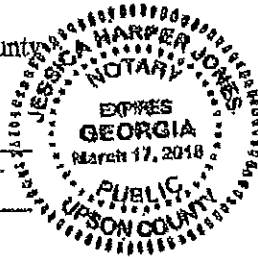
(SEAL)

BY: Rusty Blackston (SEAL)
CHAIRMAN

ATTEST: Jan Whelan (SEAL)
COUNTY MANAGER

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

J. Jones
Debra Stepha
Notary Public, State of Georgia



CITY OF THOMASTON, GEORGIA

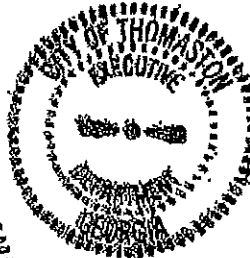
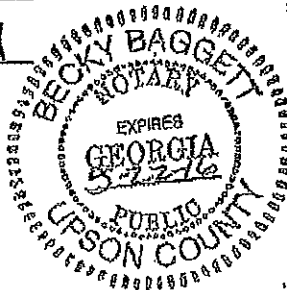
(SEAL)

BY: J. Cole (SEAL)
MAYOR

ATTEST: Dennis Nutt (SEAL)
CITY CLERK, CITY OF THOMASTON, GA

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

Brandy Johnson
Becky Baggett
Notary Public, State of Georgia





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:UPSON

Service: *Water Supply/Distribution*

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|---------------------------|
| Upson County | User Fees, Grants, SPLOST |
| City of Thomaston | User Fees, Grants, SPLOST |
| City of Yatesville | User Fees, Grants, SPLOST |

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

No change in service or funding. Upson County provides water to the unincorporated area of the county and the City of Thomaston and The City of Yatesville provide water to property within their corporate limits. The City of Thomaston and Upson County do have agreements that allow the City to provide water to a few limited unincorporated areas. Upson County does not provide water in the areas covered by the contracts. See contracts in paragraph 5 hereinbelow.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------|---|-----------------------------------|
| Contract | Upson County & City of Thomaston (Keadle Lumber) | April 18, 1985 - April 18, 2035 |
| Contract | Upson County & City of Thomaston (Clark's Chapel) | April 26, 1985- April 26, 2035 |
| Contract | Upson County & City of Thomaston (Kings Catfish) | March 21, 1986 No End Date |
| Agreement | City of Thomaston & Roger Mann | Feb. 2, 1988 No End Date |
| Agreement | City of Thomaston & Mrs. Gladys S. Day | Feb.2, 1988-No End Date |
| Agreement | Upson County & City of Thomaston | May 2, 2017 - May 2, 2022 |

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?

While negotiations continue, the parties have agreed to operate under the terms of their expired agreement until such time as a new agreement is reached or one of the parties declares that an impasse exists. In the event of an impasse, the parties have agreed to enter mediation and otherwise follow all provisions of the Service Delivery Strategy Act for dispute resolution.

Resolution (copy attached) adopted May 18, 1999, by Upson County and City of Thomaston which reaffirms the governments commitment to work together in providing water to citizens of Thomaston and Upson County.

7. Person completing form: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

CONTRACT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this 26th day of April, 1985, by and between the CITY OF THOMASTON, GEORGIA, a municipal corporation, hereinafter called "City" and UPSON COUNTY, GEORGIA, hereinafter called "County",

W I T N E S S E T H:

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

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

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

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

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

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

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

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

1. County agrees that City may install the water main hereinabove referred to and may upon request of the affected person, serve therefrom, at the sole option of City, any property located within 1500 feet from any point on said water main.

2. The rights and privileges herein conferred upon City may be exercised by City, at its option, at any time from the date hereof to and including the fiftieth anniversary of the execution of this contract as is authorized by Article IX, Section 3, Paragraph I of the Constitution of Georgia.

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

CITY OF THOMASTON (SEAL)

BY: Charles E. Kersley (SEAL)
MAYOR

ATTEST: Walter L. ... (SEAL)
CLERK

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

Maude A. Walker

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

UPSON COUNTY, GEORGIA (SEAL)

BY: Wm. ... (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: Beatrice L. Taylor (SEAL)
CLERK, BOARD OF COMMISSIONERS

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

Shanna R. Galloway

Virgil L. Hamby
Notary Public, Upson County, GA.

CONTRACT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this 18 day of April, 1985, by and between the CITY OF THOMASTON, GEORGIA, a municipal corporation, hereinafter called "City" and UPSON COUNTY, GEORGIA, hereinafter called "County",

W I T N E S S E T H:

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

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

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

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

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

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

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

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

1. County agrees that City may install the water main hereinabove referred to and may upon request of the affected person, serve therefrom, at the sole option of City, any property located within 1500 feet from any point on said water main.

2. The rights and privileges herein conferred upon City may be exercised by City, at its option, at any time from the date hereof to and including the fiftieth anniversary of the execution of this contract as is authorized by Article IX, Section 3, Paragraph I of the Constitution of Georgia.

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

CITY OF THOMASTON (SEAL)

BY: Charles E. Keady (SEAL)
MAYOR

ATTEST: John Rocco (SEAL)
CLERK

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

[Signature]

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

UPSON COUNTY, GEORGIA (SEAL)

BY: [Signature] (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: Beatrice Z. Taylor (SEAL)
CLERK, BOARD OF COMMISSIONERS

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

Virgil L. Hambrick

4-19-85
Notary Public, Upson County, GA.

CONTRACT

GEORGIA, UPSON COUNTY:

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

1. County agrees that City may install the water main hereinabove referred to and may upon request of the affected person, serve therefrom, at the sole option of City, any property located within 500 feet from any point on said water main.

2. The rights and privileges herein conferred upon City may be exercised by City, at its option, at any time from the date hereof to and including the fiftieth anniversary of the execution of this contract as is authorized by Article IX, Section III, Paragraph I of the Constitution of Georgia.

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

CITY OF THOMASTON (SEAL)

BY: Charles E. Keady (SEAL)
MAYOR

ATTEST: John L. Green (SEAL)
CLERK

Signed, sealed and delivered by City on the 21st day of March, 1986, in the presence of:

Heraldine A. Walker

Sail H. Hassmoch
Notary Public, Upson County, GA.
Commission Expires: 3-14-87

UPSON COUNTY, GEORGIA (SEAL)

BY: Don Hendrick (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTESTED AND SPREAD UPON THE MINUTES OF THE BOARD OF COMMISSIONERS

BY: Robert L. Taylor (SEAL)
CLERK, BOARD OF COMMISSIONERS

Signed, sealed and delivered by County on the 21 day of March, 1986, in the presence of:

James B. Smith
Ch. of Court in District

LAW OFFICES
ADAMS, BARFIELD & DUNAWAY

ATWATER BUILDING, N. CENTER STREET
POST OFFICE DRAWER 671
THOMASTON, GEORGIA 30286

RONALD BARFIELD
DAVID DUNAWAY
TOMMY HANKINSON

DICKSON ADAMS
(1919-1975)

TELEPHONE 647-5466
AREA CODE 404

February 8, 1988

Mr. Wilbur Avera
City Manager
P. O. Box 672
Thomaston, Georgia 30286

RE: Goshen Road Waterline Contract

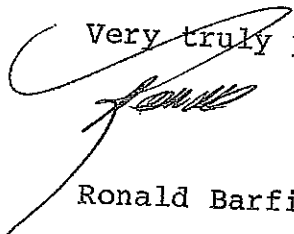
Dear Wilbur:

Enclosed herewith you will please find an original executed agreement covering Part A of the waterline construction work on Goshen Road, together with an executed original of the agreement between the City and Mrs. Gladys S. Day relative to the payment for the installation of Part B of the waterline installation.

I have also enclosed an executed original of the Performance Bond and of the Labor and Material Payment Bond, together with a copy of the appraisal on the property of the sureties who signed this bond.

With kind regards, I am

Very truly yours,


Ronald Barfield

RB/pc
Enclosures
cc: Mr. Jerald T. Slaughter

AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into this 2nd day of FEBRUARY, 1988, by and between the CITY OF THOMASTON, a municipal corporation of said State and County, hereinafter called "City", and MRS. GLADYS S. DAY, of said State and County, hereinafter called "Day",

WITNESSETH:

THAT, WHEREAS, City is authorized to, and is engaged in, the treatment and distribution of potable water both within and without its municipal corporate limits, and

WHEREAS, Day is the owner of a residential real estate development located at the terminus of Goshen Road just south of the corporate limits of City and beyond the present location of any of City's water mains, which development Day desires to have served by City's water system, and

WHEREAS, the parties hereto have agreed to jointly install a water line on the east side of Goshen Road, running from the present corporate limits of City on Goshen Road into said residential real estate development, and to transfer Day's ownership interest in said jointly constructed line to City by this agreement, and to obligate City to pay for Day's interest in said line in the manner hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree, each with the other, as follows, to-wit:

-1-

The parties will construct said water line, and its appurtenances, by jointly accepting the proposal of ROGER MANN d/b/a MANN CONSTRUCTION COMPANY a copy of the contract resulting from which proposal is attached hereto as Exhibit "A" hereof, the contract price of which totals FORTY FIVE THOUSAND FIFTY FIVE AND NO 100THS DOLLARS (\$45,055.00); \$11,264.00 of which contract price shall be paid by the City and a sum not to exceed \$33,791.00 shall be paid by Day promptly, when due, in accordance with the terms of said contract.

-2-

Upon the completion of the installation of said water line in accordance with said proposal, and the final payment therefor by each of the parties hereto, Day hereby stipulates and agrees that, thereupon, without further conveyance, all of Day's right, title and interest in and to said water line and its appurtenances shall, and will, thereupon immediately vest in City.

City agrees that, in consideration of such conveyance of Day's interest to it in and to said water line that City will, on each occasion hereafter, from the date hereof, and continuing for a period of 20 years from the date hereof, when City permits any person or entity to tap into said water line, pay to Day a sum of money determined by (1) calculating the cost per foot of installing said water line in accordance with Exhibit "A" hereof, (2) by then multiplying such costs, per foot, by the public road frontage along which said line runs, in feet, owned, rented or leased by the person seeking a tap into said main, and (3) by then multiplying the same by 75%, (4) the result of which shall then be divided by two, (to account for the fact that land owners on each side of the road may make use of such main), and the quotient shall be the amount paid to Day hereunder. If the applicant seeks to serve a tract of land, or contiguous tracts of land, fronting on more than one public road along which said line runs and from either of which service may be obtained, only the frontage along the road with the greatest frontage shall be used in making such calculation.

Said water line shall be constructed within the right-of-way of Goshen Road, which road, outside the corporate limits, is a County road, and the obligations of the parties hereunder are contingent upon proper permission being obtained from Upson County for the installation of said line within said County road right-of-way.

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

CITY OF THOMASTON (SEAL)

BY: Charles E. Kersey
MAYOR

ATTEST: Miss [Signature]
CLERK

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

[Signature]
[Signature]
NOTARY PUBLIC, UPSON COUNTY,
GEORGIA

Mrs. Gladys S. Day (SEAL)
MRS. GLADYS S. DAY

Signed, sealed, and delivered by Mrs. Gladys S. Day in the presence of:

[Signature]
[Signature]
NOTARY PUBLIC, UPSON COUNTY,
GEORGIA
My commission expires April 1, 1909

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of February, 1988, by and between The City of Thomaston, Georgia, hereinafter called the OWNER (party of the first part), and Roger Mann, D/B/A Mann Construction, hereinafter designated as the Contractor (party of the second part).

WITNESSETH; That the parties hereto, each in consideration of the agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the party of the first part for itself and it's successors, and the party of the second part for himself and his successors, and their executors, administrators and assigns as follows:

ARTICLE 1. Under this Agreement, the Contractor shall furnish all materials and perform all work required under this Agreement as shown and specified in the Contract Documents, the work identified as: PART A, Sta 0 + 00 to Sta 30 + 00 (inside City Limits) Contract W-11 - Goshen Road Water Transmission Main.

| | | |
|------|-----------------------------|---------|
| PI-1 | Mobilization | 28% |
| PI-2 | Water Mains | |
| | 2A - 8-Inch Diameter | 2900 LF |
| PI-3 | Fire Hydrants | 6 ea. |
| PI-4 | Valves | |
| | 4A - 8-Inch Gate Valves | 4 ea. |
| | 4B - 6-Inch Gate Valves | 8 ea. |
| PI-5 | Pipe Fitting | 0.5 Ton |
| PI-6 | Connection to existing main | 1 ea |

ARTICLE 2. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at his own sole cost and expense to furnish all the labor and materials, tools and equipment necessary to complete and to complete in good substantial, workmanlike and approved manner, the work described herein, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Agreement, and in accordance with the Contract Documents.

CONTRACT W-11
PART A

ARTICLE 3. The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, the prices stipulated in the Bid for all units properly completed. The quantities for unit price items shown are approximate only for use in comparing bids and may be increased or decreased as may be deemed reasonably necessary or desirable by the Owner to complete the work. Such increase or decrease shall in no way violate this Contract, nor give cause for claims or liability for damages.

ARTICLE 4. PROGRESS PAYMENTS. Based upon applications for payment submitted to the Owner by the Contractor and certificates for payment issued by the Owners' engineer, the Owner shall make progress payments on account of the Contract sum to the Contractor. The period of time covered by each application for payment shall be one (1) calendar month. The Contractor shall submit with each application such documentation as the Owners' engineer shall require to establish the amount of work performed, and payment shall be made equivalent to the amount determined by the engineer to be due, based upon the percentage of the work done, less 10% (ten percent) retainage; PROVIDED, HOWEVER, after 50% (fifty percent) of the work on the project has been completed, retainages thereafter shall be governed by the provisions of OCGA §13-10-20. Final payment shall be made within ten (10) days following a certificate from the engineer that the work has been completed in substantial compliance with the Contract, and upon receipt of a Contractor's Affidavit from the Contractor to the effect that all labor and materials used in the work have been paid for in full.

ARTICLE 5. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of the Agreement: Information for Bidders, Bid, Agreement, General Conditions, Technical Specifications, Detail Drawings, and all other interpretations of or Addenda to the Contract Documents, issued by the Owner.

The Table of Contents, Headings, and Titles contained herein and in said Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit, or cast light on the interpretation of the provisions to which they refer.

ARTICLE 6. The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within 90 consecutive calendar days from said day, except as otherwise provided in these Documents for extensions of the above time limit. Time is of the essence of this contract, and the Contractor shall pay to the Owner not as a penalty, but as liquidated damages, the sum of One Hundred Dollars (\$100) for each calendar day that he shall be in default of completing the work within the time limit named herein.

ARTICLE 7. If either party shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the other may make use of any or all remedies provided in their behalf in the Contract Documents and shall have the right and power to proceed in accordance with the provisions thereof.

ARTICLE 8. The following alterations and Addenda have been made and included in this Contract before it was signed by the parties hereto: NONE

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement on the day, month and year first above written in four (4) counterparts, each of them shall without proof or accounting for the other counterparts, be deemed an original contract.

OWNER:

CITY OF THOMASTON, GEORGIA

By Charles Kersey
Charles Kersey, Mayor

Witness: Wilbur K. Avera
Wilbur K. Avera
City Manager

CONTRACTOR:

ROGER MANN, D/B/A MANN
CONSTRUCTION

By Roger Mann
Roger Mann

Witness: Felix Copley

AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this 2nd day of May, 2017, by and between THE CITY OF THOMASTON, a political subdivision of the State of Georgia, hereinafter called the "City", and UPSON COUNTY, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Upson County, hereinafter referred to as the "County". to provide wholesale water services to the County,

WITNESSETH:

THAT, WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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 provision 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 to provide; and,

WHEREAS, the City owns a water treatment plant which produces potable water for the City of Thomaston;

WHEREAS, the has the capacity to sell potable water to the County;

WHEREAS, the County has a need for potable water for its citizens but currently does not have the capability to provide the same to its citizens at a reasonable cost;

WHEREAS, the County currently purchases potable water from the City at residential rates on a month to month basis;

WHEREAS, the City and the County desire to enter into a contract for the sale of potable water at an agreed upon rate for a five year term; and,

NOW THEREFORE, the parties agree, as follows, to wit:

-1-

The City will sell and the County will purchase a minimum of 25,000,000 gallons of potable water from City during each twelve (12) month period of this Agreement.

-2-

The City will bill the County for actual consumption of water on a monthly basis at the rate of \$4.25 per thousand gallons.

-3-

If at the end of each twelve (12) month period the County has not used the minimum of 25,000,000 gallons of water, then the County will pay the City the difference between the actual water consumed and the minimum of 25,000,000 gallons. The rate shall be the then current residential rate.

-4-

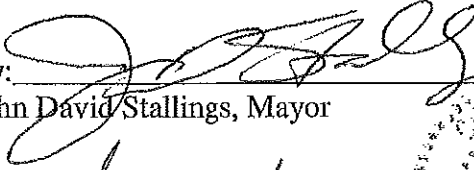
If the County uses more than 40,000,000 gallons of potable water during a twelve (12) month period of this Agreement, then any amount of water used over 40,000,000 gallons will be billed at \$4.00 per thousand gallons.

-5-


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

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

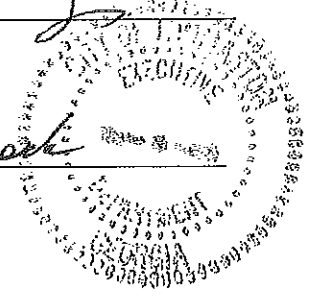
CITY OF THOMASTON, GEORGIA

By: 

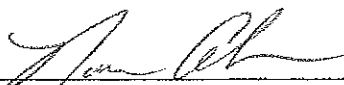
John David Stallings, Mayor

Attest: 

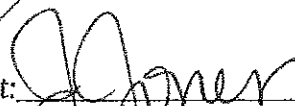
Gail Hammock, Assistant Clerk



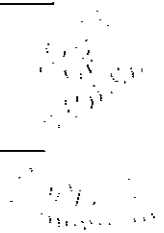
BOARD OF COMMISSIONERS, UPSON COUNTY, GEORGIA

By: 

Norman Allen, Chairman

Attest: 

Jessica Jones, Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:UPSON

Service:Sewer Collection/Disposal

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

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

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

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> |
|--------------------------------------|---------------------------|
| Upson County | User Fees, Grants, SPLOST |
| City of Thomaston | User Fees, Grants, SPLOST |
| | |
| | |
| | |
| | |

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

No change in providing this service or its funding. City of Thomaston provides sewage collection and treatment services to an unincorporated area south of Thomaston and the City of Thomaston treats the sewage for the County. City of Thomaston and Upson County entered into an agreement concerning sewage collection and treatment for an industrial area in the unincorporation area of Upson County. See Contract mentioned in Paragraph 5 hereinbelow.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|-----------------------------|----------------------------------|-----------------------------------|
| Agreement | Upson County & City of Thomaston | August 25, 1995-No End Date |
| Resolution | City of Thomaston (Potato Creek) | May 18, 1999 |
| Intergovernmental Agreement | Upson County & City of Thomaston | Sept 27, 1999 - Sept 27, 2049 |
| Intergovernmental Agreement | Upson County & City of Thomaston | Feb. 13, 2003-Feb. 13, 2053 |
| Amendment to Agreement | Upson County & City of Thomaston | Aug 27, 2019 - Aug 27, 2069 |
| | | |

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?

While negotiations continue, the parties have agreed to operate under the terms of their expired agreement until such time as a new agreement is reached or one of the parties declares that an impasse exists. In the event of an impasse, the parties have agreed to enter mediation and otherwise follow all provisions of the Service Delivery Strategy Act for dispute resolution.

Resolution (Copy attached) adopted May 18, 1999 by Upson County and City of Thomaston which reaffirms the governments commitments to work together in providing sewage collection and treatment services to citizens of Upson County.

7. Person completing form: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

Sewage Collection

AGREEMENT

GEORGIA, UPSON COUNTY:

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

WITNESSETH:

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

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

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

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

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

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

of \$620,000.00; and

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

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

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

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

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

limits;

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

ARTICLE I

CONSTRUCTION OF AND PAYMENT FOR THE FACILITIES

1.1 The Facilities shall be constructed in accordance with the plans and specifications therefor prepared by TM Corporation Engineers, being denominated as City of Thomaston Contract S-8 - AIRPORT OUTFALL, County shall convey to City the property and easements acquired by it for the construction and installation of the Facilities by deed, a copy of which is attached hereto as Exhibit "A", and City shall cause to be constructed and installed therein and thereon the Facilities, which said easements, property and Facilities shall be owned by City.

1.2 The costs of the Project shall be paid by applying to such costs (i) all of the funds made available therefor to these parties by any private donors, specifically including the funds provided by Quad\Graphics, Inc., (ii) all of the funds obtained by either of the parties hereto through grants of any kind obtained for the Project, specifically including the EIP Grant and the EDA Grant, and (iii) applying a sufficient amount of the Loan to pay the balance, if any, of the Project costs.

1.3 City covenants to use such portion of the Loan as is necessary, as a construction loan, to pay the costs of the

construction, and related costs, of the Project.

1.4 City further covenants and agrees to apply both the EIP Grant and the EDA Grant, to the extent necessary, to pay the costs of the Project, including the repayment of any of the Loan actually received by City.

1.5 In the event that the total amount of private and public grants actually received is insufficient to pay the costs of the Project, the Loan will be used to pay such deficiency.

ARTICLE II

USE OF THE FACILITIES

2.1. County shall have the right, under policies set and determined by County, to grant to such users as it shall select, the right to discharge into the Facilities up to, but not in excess of, sixty-eight thousand (68,000) gallons of effluent per day.

2.2 Subject only to the rights of County set forth in Section 2.1, City shall have the right to control the use of the Facilities.

2.3 City shall have the right to set the policies determining the manner in which taps are physically made into the Facilities, including the right to require that only City personnel shall have the right to make such taps. Subject to the rights of County set forth in Section 2.1, City shall have the right to determine the total daily volume of waste waters that shall be allowed to be introduced into the Facilities, and shall have the right, by whatever means it deems to be most prudent, to thus limit the

volume being introduced into the Facilities.

2.4 The parties agree, however, that the initial users of the facilities shall be the Thomaston-Upson County Airport, Quad\Graphics, Inc. and DeSter Corporation.

2.5 City shall honor the agreements made with those persons who conveyed to the County property or an easement(s) for the Project in consideration of the right to a tap into the line and a meter, without charge, but use by such persons shall be subject to normal user fees.

ARTICLE III

CHARGES AND RULES RELATIVE TO USE OF THE FACILITIES

3.1 All fees relative to the use of the Facilities shall be set and determined by City, including the cut-in fees and sewer use charges, all of which shall be collected by City, and shall be City funds.

3.2 All rules and regulations governing the content of any discharge into the facilities shall be set and determined by City, and City shall have the right to disconnect any user who violates such rules and regulations.

ARTICLE IV

COUNTY LIABILITY FOR THE LOAN

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

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

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

ARTICLE V

TEMPORARY TREATMENT OF EFFLUENT

5.1 The parties hereto have committed to provide to Quad\Graphics, Inc. treatment of the effluent from its new plant located north of the said Airport as of the date of commencement of operation of said plant, and in the event the Facilities are not completed by that date, County agrees that it will procure tanks for the temporary storage of such effluent, and will arrange for the hauling thereof to such point on City's sewer system as City determines to be the appropriate place to introduce such effluent into City's sewer system.

5.2 The costs of the tanks, storage and hauling of effluent provided for in Section 5.1 shall be paid from the public and private grants received by the parties hereto for the Project to the extent that any portion of such grants remain after payment, in full, for the Project.

5.3 County agrees to pay all costs for said tanks, storage and hauling not paid pursuant to Section 5.2.

5.4 City shall charge Quad\Graphics, Inc. for treatment of said effluent which fees shall be City funds and shall not be

applied to the costs incurred under this Article.

ARTICLE VI

LIMITED RIGHT OF COUNTY TO ACQUIRE A

PORTION OF THE PROJECT

6.1 City, in consideration of the grant by County to it of the property and easements, and the mutual agreements herein contained, hereby grants unto County the right and option to acquire from City a portion of the Project, as described in this Article, and subject to the terms and conditions set forth in this Article.

6.2 County shall have the right to require City to convey to County any portion of the Facility then located outside City's corporate limits, that will drain in the direction of its original design, without mechanical assistance, into any sewage treatment facility hereafter owned and operated by County; provided that City shall not be required to convey any portion of the Facility that would result in rendering any portion of the remainder of the Facility dysfunctional.

6.3 The right of County to require the conveyance provided for in this Article is subject to any limitations set forth in any of the Grant agreements herein referred to, and the GEFA Loan, it being agreed however that each party will endeavor to seek waivers of any restrictions in said Grants or Loan if County does request a conveyance under this Article.

6.4 The right of County to require the conveyance provided

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

ARTICLE VII

GENERAL

7.1 County expressly grants to City the right to locate said Facility and to provide sewer services available by the use of said Facility within Upson County outside City's corporate limits, which grant is perpetual.

7.2 The parties agree that neither of them will knowingly take any action that will permit the discharge into the Facilities of any waste water in violation of the laws and regulations applicable thereto.

ARTICLE VIII

ARBITRATION

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

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

CITY OF THOMASTON (SEAL)

BY: *Paul E. King* (SEAL)
MAYOR

ATTEST: *Phillip B. Adcock* (SEAL)
CLERK

UPSON COUNTY, GEORGIA (SEAL)

BY: *Jim Hurd* (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: *Wendy Hens* (SEAL)
CLERK

FIRST AMENDMENT TO THE AUGUST 25, 1995 AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this 27th day of August, 2019, by and between THE CITY OF THOMASTON, a political subdivision of the State of Georgia, hereinafter called the "City", and UPSON COUNTY, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Upson County, hereinafter referred to as the "County", to provide wholesale water services to the County,

WHEREAS, the parties to this agreement are governmental units of the State; and,

WHEREAS, pursuant to Article IX, Section III, of the 1983 Constitution of the State of Georgia, the parties are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the provision of services or the joint or separate use of facilities or equipment; or with activities, services, or facilities the contracting parties are authorized by law to undertake or provide; and,

WHEREAS, on August 25, 1995, the County and the City executed an Agreement for the installation of sewerage transportation facilities in the easterly portion of unincorporated Upson County, hereinafter referred to as the "1995 Agreement"; and,

WHEREAS, the 1995 Agreement contained express provisions for the County to discharge up to, but not in excess of, sixty-eight thousand (68,000) gallons of effluent per day in to the aforesaid sewerage transportation facilities; and,

WHEREAS, the County and City acknowledged that the first three County users were the Thomaston-Upson County Airport, Quad\Graphics, Inc. and Dester Corporation (now "Dart Container Corporation"); and,

WHEREAS, County, pursuant to Article II, Section 2.1 of the 1995 Agreement, has requested a discharge allocation of 10,000 gallons of effluent per day on behalf of Ranew's Companies (hereinafter "Ranew");

WHEREAS, City has determined it can treat the 10,000 gallons of effluent per day request of the County; and City is willing to treat the effluent; provided, the County agrees to a modification of the 1995 Agreement; and,

WHEREAS, County has considered the City's request for a modification of the 1995 Agreement and agrees with the modification in return for the City's agreement to treat an additional 10,000 gallons of effluent per day to be delivered via the sewerage transportation facilities subject to the 1995 Agreement;

NOW THEREFORE, for good and reasonable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the aforementioned parties hereby agree and consent to the following:

-1-

Article II, Section 2.4 of the 1995 Agreement shall be amended and replaced as follows:

"The parties agree that the County, with the allocation of 10,000 gallons of effluent per day for Ranew, has utilized all of the allocation afforded County in Article II, Section 2.1 of this Agreement. The parties further agree that any taps or expansion of existing taps after the date of the modification of the Agreement requested by County and requests for taps not specifically sponsored by City shall be only permitted by further modification of this Agreement or pursuant to a future Agreement between the parties."

The parties agree that all provisions of the 1995 Agreement not herein specifically modified shall remain in full force and effect.

The 1995 Agreement, as amended, constitutes the entire agreement between the parties hereto as to all matters contained herein. As to this amendment to the 1995 Agreement no representation, oral or written, not incorporated herein shall be binding upon the parties. All subsequent changes in the 1995 Agreement, as amended, must be in writing and signed by both parties and shall thereafter be binding upon both parties. The 1995 Agreement, as amended, 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 to and causes of action for any third party.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the August 25, 1995 Agreement, in duplicate originals, on day and year first above written.

CITY OF THOMASTON, GEORGIA



By: [Signature]
John David Stallings, Mayor

Attest: [Signature]
Gail Hammock, Assistant City Clerk

BOARD OF COMMISSIONERS, UPSON COUNTY, GEORGIA



By: [Signature]
Norman Allen, Chairman

Attest: [Signature]
Jessica Jones, Clerk

INTERGOVERNMENTAL AGREEMENT

GEORGIA, UPSON COUNTY:

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 13th day of February, 2003, by and between the **CITY OF THOMASTON, GEORGIA**, a municipal corporation of the State of Georgia ("City") and **UPSON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County"),

W I T N E S S E T H:

THAT, WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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 provision 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 to provide; and

WHEREAS, the County and the City are authorized pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution, and O.C.G.A. Section 36-82-60 et seq., as amended, to provide for the treatment, distribution and sale of water, and the collection and treatment of sewage; and

WHEREAS, Article 2, Chapter 70, of Title 36 of the Official Code of Georgia mandated that the parties hereto develop and agree upon a "**SERVICE DELIVERY STRATEGY**", which agreed upon strategy involved the treatment, distribution and sale of water, and the collection and treatment of sewage; and

WHEREAS, the Thomaston-Upson County Industrial Development Authority ("Authority") owns, and is developing, a park, known as the Central Georgia Business and Technology Park, which, as presently existing or as hereafter added to or enlarged, is hereafter referred to as the "Park", for the economic development of this community, which Park is located southerly of Delray Road

and northerly of the road leading from Thomaston to Barnesville, and currently contains approximately two hundred ninety three acres; and

WHEREAS, the Authority has requested the parties hereto to determine which local government will provide water and sewerage services to the Park, and to any companies, facilities, or entities that locate therein; and

WHEREAS, City owns a water line and a sewer line in close proximity to the Park; and

WHEREAS, the parties hereto, together with the Upson County Water and Sewerage Authority ("County Authority"), have determined that it would be in the best interest of the community for the City to provide such services to the Park; and

WHEREAS, the Parties desire to enter into this Agreement in order to create a long term agreement governing the provision of water and sewer service to the Park;

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

ARTICLE I

EFFECTIVE DATE AND TERM OF THE AGREEMENT

This Agreement will become effective upon its execution, and will remain in effect until February 13, 2053.

ARTICLE 2

PROVISION OF SERVICES

County hereby expressly covenants and agrees, and does hereby consent, to allow City to provide both water and sewer services throughout the Park, which right shall commence as of the effective date hereof, and extend for a period of fifty years from the effective date hereof, and City agrees to so do, including the provision of the infrastructure therefor, at its own expense.

ARTICLE 3

EFFECT OF AGREEMENT

It is stipulated and agreed by and between the parties hereto that this Agreement is intended to amend only those terms and provisions of the "SERVICE DELIVERY STRATEGY" that are in conflict herewith, which Strategy was entered into by and between these parties pursuant to Article 2, Chapter 70, of Title 36 of the Official Code of Georgia, and this Agreement shall not be construed to alter, affect, or amend any other contract, agreement or understanding between the Parties. The Parties further agree that an executed copy of this Agreement shall be filed with the Department of Community Affairs as an amendment to said Strategy.

ARTICLE 4

SUPPLY OF WATER TO COUNTY

City reaffirms the terms and provisions of that certain joint Resolution between these Parties, dated May 18, 1999, which is attached to, and made a part of, the "SERVICE DELIVERY STRATEGY" referred to in Article 3 above .

ARTICLE 5

MISCELLANEOUS

This writing contains the entire agreement of the Parties as to the specific matter herein contracted for, and may be modified only by a written agreement, after approval by the elected representatives of each, and execution by authorized persons.

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 seal as of the day and year first above written.

CITY OF THOMASTON (SEAL)

BY: Samuel A. Brewton Jr. (SEAL)
MAYOR

ATTEST: Dennis Smith (SEAL)
CLERK

UPSON COUNTY, GEORGIA (SEAL)

BY: Ed Clegg (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: Shannon A. Sallie (SEAL)
CLERK

CONSENT AND AGREEMENT TO ABIDE BY THE FOREGOING AGREEMENT

BY THE

UPSON COUNTY WATER AND SEWERAGE AUTHORITY

THIS AGREEMENT, made and entered into as of the 13th day of February, 2003, by and between the **CITY OF THOMASTON, GEORGIA**, a municipal corporation of the State of Georgia ("City") and **UPSON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County"), as the "Governments" and **UPSON COUNTY WATER AND SEWERAGE AUTHORITY**, as the County Authority,

WITNESSETH:

THAT, WHEREAS, the County Authority is a duly created and existing Authority by virtue of Georgia Laws 1998, pages 4398, et seq. by which Act the County Authority is vested with certain powers relative to the provision of water and sewerage services in the unincorporated areas of Upson County; and

WHEREAS, the Governments and the County Authority have made a determination that the terms and provisions of the foregoing Intergovernmental Agreement ("Agreement") between City and County is in the best interest of the citizens of this community, and all three Parties hereto desire that said Agreement be entered into and carried out; and

WHEREAS, City and County desire that the County Authority officially signify that it is in full agreement with the Agreement;

NOW, THEREFORE, the premises considered, and in consideration of the benefit to the public derived from the Agreement, the County Authority does hereby contract and agree:

That the Agreement is, and shall be, binding upon the County Authority, and further agrees that it will honor the rights granted to City under said Agreement for the full term of the Agreement.

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 seal as of the day and year first above written.

UPSON COUNTY WATER AND SEWERAGE AUTHORITY, (SEAL)

BY: *E. Keely* (SEAL)
CHAIRMAN

ATTEST: *M. L. S.* (SEAL)
SECRETARY

CITY OF THOMASTON (SEAL)

BY: *Samuel A. Brewton Jr.* (SEAL)
MAYOR

ATTEST: *Dennis Smith* (SEAL)
CLERK

UPSON COUNTY, GEORGIA (SEAL)

BY: *Ed. Cunn* (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: *Shannon R. Dallis* (SEAL)
CLERK

INTERGOVERNMENTAL AGREEMENT

GEORGIA, UPSON COUNTY:

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 29th day of September, 1999, by and between UPSON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and the CITY OF THOMASTON, GEORGIA, a municipal corporation of the State of Georgia ("City");

W I T N E S S E T H:

THAT, WHEREAS, the County and the City are authorized pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution and O.C.G.A. Section 36-82-60 et seq., as amended, to provide for sewerage collection and disposal systems; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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 provision 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 to 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, to be owned or operated or both either by the County, one or more municipalities, or any combination thereof, with respect to which the County has, prior to the call of the election, entered into a contract or agreement with respect to the projects, as authorized by the Intergovernmental Contracts Clause with one or more municipalities in the County, which municipality or municipalities contain more than one-half of the aggregate population of all municipalities within the County; and

WHEREAS, City contains more than one-half of the aggregate population of all municipalities within County; and

WHEREAS, the parties hereto, desiring that there be constructed a sewerage trunk line north of the City's limits to the property formerly occupied by the City of Thomaston Airport, in order to provide, initially, sewage transportation and treatment services to the portion of said property which is now owned by the State Department of Transportation (hereafter "DOT"), and to the portion thereof comprising the proposed site of a new jail for County; and

WHEREAS, said trunk line, all changes, repairs and upgrades to City's sewer system, and all appurtenances thereto determined in conformity with the terms of this Agreement to be needful or necessary to provide said services, and the easements and other interests in real estate in or on which the same shall be located, are hereafter called the "Project"; and

WHEREAS, a portion of the Project will be located outside City's limits (hereafter called Section One), and a portion thereof will be located inside City's limits (hereafter called Section Two); and

WHEREAS, a portion of Section Two will be new, and a portion of Section Two will consist of the City's presently existing sewer system to which the new portion of Section Two will connect; and

WHEREAS, the precise location of the major portion of Section One has been determined, and said portion thereof has been designed, however the new portion of Section Two has neither been precisely located nor designed; and

WHEREAS, it is the parties' intention that the Project be funded by the levy of a tax under said Sales and Use Tax Act, and County intends to call an election to propose the same to the voters (hereafter the "SPLOST Election"; and

WHEREAS, the Parties desire to enter into this Agreement in order to allow the election to fund the Project to be called and held;

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

ARTICLE I

EFFECTIVE DATE AND TERM OF THE AGREEMENT

This Agreement will become effective upon its execution, and will remain in effect until the earlier of (i) the official declaration of the failure of the SPLOST Election held to fund the Project, or (ii) until January 1, 2009, if said SPLOST Election succeeds, which said SPLOST Election County covenants to call and hold not later than June, 2000, failing which this Contract shall end.

ARTICLE 2

PROJECT PROVISIONS

2.1 Section One of the Project shall consist of the construction and installation of a 24 inch, 10 inch, and 8 inch interception sewer from the City's pumping station located just north of Potato Creek to the site of the proposed new Upson County Jail and said land of DOT.

2.2 Section Two of the Project shall consist of such new lines, pumps, and related facilities, including upgrades and repairs to City's existing sewer lines and facilities, as are necessary, in the opinion of Carter & Sloope, Engineers, of Macon, GA, to properly and adequately allow the connection of Section One to the City's existing sewer facilities located in the Silvertown area of said City.

2.3 Section One has already been designed by Carter & Sloope, Inc., to which said design the parties do hereby agree.

2.4 County expressly covenants and agrees to allow City to retain Carter & Sloope, at County's expense, to design Section Two, including such upgrades, changes, and repairs to City's presently existing system as are necessary in the opinion of said engineers to properly transport the sewage projected to be generated by all four Phases of the Section One plan of Carter & Sloope.

2.4.1 County expressly agrees to divide each contract for the construction of the Project into two sub-parts so that the work thereunder as to Section One and the work thereunder as to Section Two of the Project shall be separate, and County further agrees to name and appoint the City's Manager as the agent of the Owner (as designated in each such contract) as to all work on Section Two.

2.5 County agrees to allocate and utilize not less than TWO MILLION DOLLARS (\$2,000,000.00) of the funds generated by the Sales and Use Tax to obtain the necessary rights of way, and to design, construct and equip the entire Project described above. In the event the initially allocated funds are not adequate to build and fully complete the Project, then and in that event, the County shall dedicate whatever interest income is accrued and earned by any funds generated or resulting from the Sales and Use Tax to complete the Project as fully as practical and possible, and shall further utilize any surplus funds remaining after the completion of the courthouse renovation and new jail project to complete the Project. The initial allocation and any other funds available for the construction of the Project shall be utilized to complete such construction and upgrades in such order of priority as shall be determined by Carter & Sloope Engineers as necessary for the Project, provided, that in any event such funds shall be utilized in such a manner so as to insure the construction of that portion of Section One as will provide adequate sanitary sewer facilities for the DOT and the new jail site and such Portion of Section Two as will insure the presence of adequate facilities to receive and transport the effluent received from Section One to the treatment facilities of the City.

2.6 In connection with said Project the County agrees that it will, at no cost to City, construct said sewer line in a manner that will make sewage service available to the new DOT facilities and satisfy any duty City may have to do so.

2.7 The County shall own Section One of the Project and City shall own Section Two of the Project, and each party shall be responsible for paying and providing for all of the costs of operating, maintaining and insuring the Section of the Project owned by it.

2.8 The County shall indemnify the City from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section One of the Project, and City shall indemnify County from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section Two of the Project, except to the extent the acts of County or its customers cause or contribute to such losses and costs.

2.9 The City covenants and agrees that it will allow Section One of the Project to be connected to its sewer system at the northern terminus of Section Two at such time as Section Two has been completed, and to accept and treat effluent received from

Section One of the Project subject however, to the limitations of its treatment facilities and the provisions of this Agreement.

2.10 County, at the time of such connection, shall install a metering device selected by City, to meter the effluent flowing into Section Two, and County shall pay to City, during the first twelve months after such connection, for transporting said effluent from the point of connection to a sewage treatment facility owned by City, and for treating such effluent, the sum of \$ 3.00 per one thousand gallons of effluent as measured by said meter. Said payments shall be paid monthly, within ten days after the receipt of a bill from City. Thereafter, the charge for such transportation and treatment shall be increased or decreased for each subsequent twelve months during the continuation of this Contract by the greater of:

2.10.1, The percentage increase in the actual costs of operation of the treatment facility used to treat the effluent from Section One compared to the costs of operation during the preceding twelve months. The percentage increase during the second twelve months of effluent treatment shall be calculated by comparing the costs of operation during the first twelve months of treatment hereunder with the cost during the twelve months immediately preceding commencement of treatment of Section One effluent. The costs of operation shall include, but not be limited to, the costs for labor, chemicals, supplies, materials, laboratory supplies and independent laboratory charges, electricity and any other costs attributable to operations, excluding depreciation. The County shall have the right to inspect and examine the evidence of the City as to such costs of operation; or,

2.10.2 The percentage change in the Consumer Price Index between the last day of the whole calendar month of each twelve month term hereof, and the same day of the preceding calendar year. The "Consumer Price Index" shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups, and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor".

2.11 County shall have said meter checked for accuracy annually, and at any other time when reasonably requested by City, and shall repair or replace the same when it is determined not to be accurate within one tenth of one percent.

2.12 In the event that City is required, either because of the exhaustion of the useful life or applicable legal or regulatory requirements, to upgrade or replace the sewage treatment facility, or any portion thereof, used by City to treat the effluent from Section One then County shall pay, in addition to the sums set forth in subparagraph 2.10 above, its pro rata share of the capital expenditures thus incurred. If City makes such expenditures from cash on hand, County shall pay to City its pro rata share of each such payment upon receipt of a statement from City, which payment shall be made in sufficient time that City receives County's share of such payment prior to the due date of the payment to be made by City. If City makes such expenditures from borrowed funds, (bond proceeds or otherwise), County shall pay its pro rata share of each payment due thereon. County's pro rata percentage share of each such payment shall be calculated at the time each payment is due by dividing the total effluent treated by the treatment facility during the immediately preceding three months into the total effluent received from Section One during said preceding three months. To the extent that City receives any non-repayable grant to make such upgrades or replacement, County shall be entitled to a pro rata credit.

2.13 To the extent allowed by law, the County shall indemnify and hold the City harmless from any litigation costs the City incurs (including, but not limited to, attorney fees) in connection with the referendum for the Sales and Use Tax which will be called to obtain funds to construct the Project described in this agreement.

ARTICLE III

USE OF SECTION ONE OF THE PROJECT

3.1 Section One shall initially be used to receive and transport effluent from the new County Jail and the DOT.

3.2 County shall have the right to construct, and connect to Section One other sewage collection systems, PROVIDED, HOWEVER, in no event, without the prior written consent and approval of the City, shall the County connect such quantity of collections systems to Section One which would result in a daily effluent of greater than five hundred thousand (500,000) gallons per day.

3.3 County shall provide City, on a monthly basis, a report on the type and location of each customer connected to Section One, and shall annually provide a report on all existing customers and the actual volume of water sold to each such customer that is

connected to a County water line, if it is metered.

ARTICLE IV

CONTROL AND REGULATION OF THE CONTENT OF THE EFFLUENT ALLOWED TO BE INTRODUCED INTO THE PROJECT

4.1 County shall adopt a sewer use ordinance which shall contain the identical provisions as the City's sewer use ordinance, and the County shall not allow any person or entity connected to any phase of Section One, to introduce into the Project any chemical, material or substance that would result in City being in violation of its permits to operate its treatment facilities, nor any chemical, material or substance which City prohibits its customers from introducing into the sewer system owned by City.

4.2 County shall not permit any industrial customer to connect to any sewer feeding into Section One until such customer has complied with the City Industrial Pretreatment Program requirements, and has signed a written agreement to comply therewith continuously thereafter.

4.3 County expressly covenants to disconnect any customer who discharges effluent into Section One in violation of section 4.1 or 4.2, and in the event County fails to do so after notice from City, County hereby appoints City as its agent to make such disconnection.

ARTICLE V

RIGHT OF CITY TO ACQUIRE ANY PORTION OF SECTION ONE ANNEXED INTO CITY'S CORPORATE LIMITS

In the event that any portion of Section One of the Project is hereafter annexed into the corporate limits of City, City shall have the right to acquire ownership of such annexed portion, including the easements or other interests in realty. City shall not be required to pay for any annexed portion of the Project paid for by SPLOST funds. The costs to be paid County by City for any portion annexed that was not paid for by SPLOST funds shall be by the payment to County of the actual costs incurred by County in the acquisition and construction of such portion, reduced by one twenty fifth of such costs for each year that has elapsed from the date of first use of such portion.

ARTICLE VI

MISCELLANEOUS

6.1 The rights, duties and liabilities of each party hereunder shall not be assigned, transferred, assumed or performed by any other person, company or legal or governmental entity, a violation of which shall entitled the other party to terminate this Agreement.

6.2 This writing contains the entire agreement of the parties and may be modified only by a written agreement, after approval by the elected representatives of each, and execution by authorized persons.

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.

CITY OF THOMASTON (SEAL)

BY: Edwin L. Albano (SEAL)
MAYOR

ATTEST: Philip B. Adcock (SEAL)
CLERK

UPSON COUNTY, GEORGIA (SEAL)

BY: Ed Crews (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: William H. [Signature] (SEAL)
CLERK

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

So agreed, this 18 day of May, 1999.

THE CITY OF THOMASTON
(SEAL)

BY: Edwin L. Cliburn
EDWIN L. CLIBURN, Mayor

BOARD OF COMMISSIONERS
OF UPSON COUNTY (SEAL)

BY: Ed Crews
ED CREWS, Chairman



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:UPSON

Service:Facilities

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Upson County and The City of Thomaston**

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

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> |
|--------------------------------------|-----------------------|
| Upson County | General Fund |
| City of Thomaston | General Fund |
| | |
| | |
| | |
| | |

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

No change in how the service is provided, but funding will be provided according to the agreement set out in paragraph 5 herein below.

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

| <i>Agreement Name</i> | <i>Contracting Parties</i> | <i>Effective and Ending Dates</i> |
|----------------------------|------------------------------------|-----------------------------------|
| Agreement Between | Upson County & City of Thomaston | Oct 6, 1995 - Apr 15, 2000 |
| Upson Co City of Thomaston | | |
| City of Thomaston | | |
| Funding of Joint Services | Upson County and City of Thomaston | Aug 20, 2013 -Aug 20,2014 |
| | | |
| | | |

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?

While negotiations continue, the parties have agreed to operate under the terms of their expired agreement until such time as a new agreement is reached or one of the parties declares that an impasse exists. In the event of an impasse, the parties have agreed to enter mediation and otherwise follow all provisions of the Service Delivery Strategy Act for dispute resolution.

7. Person completing form: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242

CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012

MAYOR OF THE CITY OF THOMASTON (706)647-6633

INTERGOVERNMENTAL AGREEMENT

GEORGIA, UPSON COUNTY:

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the 27th day of September, 1999, by and between UPSON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), and the CITY OF THOMASTON, GEORGIA, a municipal corporation of the State of Georgia ("City");

W I T N E S S E T H:

THAT, WHEREAS, the County and the City are authorized pursuant to Article IX, Section II, Paragraph III of the Georgia Constitution and O.C.G.A. Section 36-82-60 et seq., as amended, to provide for sewerage collection and disposal systems; and

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of 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 provision 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 to 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, to be owned or operated or both either by the County, one or more municipalities, or any combination thereof, with respect to which the County has, prior to the call of the election, entered into a contract or agreement with respect to the projects, as authorized by the Intergovernmental Contracts Clause with one or more municipalities in the County, which municipality or municipalities contain more than one-half of the aggregate population of all municipalities within the County; and

WHEREAS, City contains more than one-half of the aggregate population of all municipalities within County; and

WHEREAS, the parties hereto, desiring that there be constructed a sewerage trunk line north of the City's limits to the property formerly occupied by the City of Thomaston Airport, in order to provide, initially, sewage transportation and treatment services to the portion of said property which is now owned by the State Department of Transportation (hereafter "DOT"), and to the portion thereof comprising the proposed site of a new jail for County; and

WHEREAS, said trunk line, all changes, repairs and upgrades to City's sewer system, and all appurtenances thereto determined in conformity with the terms of this Agreement to be needful or necessary to provide said services, and the easements and other interests in real estate in or on which the same shall be located, are hereafter called the "Project"; and

WHEREAS, a portion of the Project will be located outside City's limits (hereafter called Section One), and a portion thereof will be located inside City's limits (hereafter called Section Two); and

WHEREAS, a portion of Section Two will be new, and a portion of Section Two will consist of the City's presently existing sewer system to which the new portion of Section Two will connect; and

WHEREAS, the precise location of the major portion of Section One has been determined, and said portion thereof has been designed, however the new portion of Section Two has neither been precisely located nor designed; and

WHEREAS, it is the parties' intention that the Project be funded by the levy of a tax under said Sales and Use Tax Act, and County intends to call an election to propose the same to the voters (hereafter the "SPLOST Election"; and

WHEREAS, the Parties desire to enter into this Agreement in order to allow the election to fund the Project to be called and held;

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

ARTICLE I

EFFECTIVE DATE AND TERM OF THE AGREEMENT

This Agreement will become effective upon its execution, and will remain in effect until the earlier of (i) the official declaration of the failure of the SPLOST Election held to fund the Project, or (ii) until January 1, 2009, if said SPLOST Election succeeds, which said SPLOST Election County covenants to call and hold not later than June, 2000, failing which this Contract shall end.

ARTICLE 2

PROJECT PROVISIONS

2.1 Section One of the Project shall consist of the construction and installation of a 24 inch, 10 inch, and 8 inch interception sewer from the City's pumping station located just north of Potato Creek to the site of the proposed new Upson County Jail and said land of DOT.

2.2 Section Two of the Project shall consist of such new lines, pumps, and related facilities, including upgrades and repairs to City's existing sewer lines and facilities, as are necessary, in the opinion of Carter & Sloope, Engineers, of Macon, GA, to properly and adequately allow the connection of Section One to the City's existing sewer facilities located in the Silvertown area of said City.

2.3 Section One has already been designed by Carter & Sloope, Inc., to which said design the parties do hereby agree.

2.4 County expressly covenants and agrees to allow City to retain Carter & Sloope, at County's expense, to design Section Two, including such upgrades, changes, and repairs to City's presently existing system as are necessary in the opinion of said engineers to properly transport the sewage projected to be generated by all four Phases of the Section One plan of Carter & Sloope.

2.4.1 County expressly agrees to divide each contract for the construction of the Project into two sub-parts so that the work thereunder as to Section One and the work thereunder as to Section Two of the Project shall be separate, and County further agrees to name and appoint the City's Manager as the agent of the Owner (as designated in each such contract) as to all work on Section Two.

2.5 County agrees to allocate and utilize not less than TWO MILLION DOLLARS (\$2,000,000.00) of the funds generated by the Sales and Use Tax to obtain the necessary rights of way, and to design, construct and equip the entire Project described above. In the event the initially allocated funds are not adequate to build and fully complete the Project, then and in that event, the County shall dedicate whatever interest income is accrued and earned by any funds generated or resulting from the Sales and Use Tax to complete the Project as fully as practical and possible, and shall further utilize any surplus funds remaining after the completion of the courthouse renovation and new jail project to complete such Project. The initial allocation and any other funds available for the construction of the Project shall be utilized to complete such construction and upgrades in such order of priority as shall be determined by Carter & Sloope Engineers as necessary for the Project, provided, that in any event such funds shall be utilized in such a manner so as to insure the construction of that portion of Section One as will provide adequate sanitary sewer facilities for the DOT and the new jail site and such Portion of Section Two as will insure the presence of adequate facilities to receive and transport the effluent received from Section One to the treatment facilities of the City.

2.6 In connection with said Project the County agrees that it will, at no cost to City, construct said sewer line in a manner that will make sewage service available to the new DOT facilities and satisfy any duty City may have to do so.

2.7 The County shall own Section One of the Project and City shall own Section Two of the Project, and each party shall be responsible for paying and providing for all of the costs of operating, maintaining and insuring the Section of the Project owned by it.

2.8 The County shall indemnify the City from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section One of the Project, and City shall indemnify County from any and all losses and costs (including, but not limited to attorney's fees) arising from the operation of any phase of Section Two of the Project, except to the extent the acts of County or its customers cause or contribute to such losses and costs.

2.9 The City covenants and agrees that it will allow Section One of the Project to be connected to its sewer system at the northern terminus of Section Two at such time as Section Two has been completed, and to accept and treat effluent received from

Section One of the Project subject however, to the limitations of its treatment facilities and the provisions of this Agreement.

2.10 County, at the time of such connection, shall install a metering device selected by City, to meter the effluent flowing into Section Two, and County shall pay to City, during the first twelve months after such connection, for transporting said effluent from the point of connection to a sewage treatment facility owned by City, and for treating such effluent, the sum of \$ 3.00 per one thousand gallons of effluent as measured by said meter. Said payments shall be paid monthly, within ten days after the receipt of a bill from City. Thereafter, the charge for such transportation and treatment shall be increased or decreased for each subsequent twelve months during the continuation of this Contract by the greater of:

2.10.1, The percentage increase in the actual costs of operation of the treatment facility used to treat the effluent from Section One compared to the costs of operation during the preceding twelve months. The percentage increase during the second twelve months of effluent treatment shall be calculated by comparing the costs of operation during the first twelve months of treatment hereunder with the cost during the twelve months immediately preceding commencement of treatment of Section One effluent. The costs of operation shall include, but not be limited to, the costs for labor, chemicals, supplies, materials, laboratory supplies and independent laboratory charges, electricity and any other costs attributable to operations, excluding depreciation. The County shall have the right to inspect and examine the evidence of the City as to such costs of operation; or,

2.10.2 The percentage change in the Consumer Price Index between the last day of the whole calendar month of each twelve month term hereof, and the same day of the preceding calendar year. The "Consumer Price Index" shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups, and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor".

2.11 County shall have said meter checked for accuracy annually, and at any other time when reasonably requested by City, and shall repair or replace the same when it is determined not to be accurate within one tenth of one percent.

2.12 In the event that City is required, either because of the exhaustion of the useful life or applicable legal or regulatory requirements, to upgrade or replace the sewage treatment facility, or any portion thereof, used by City to treat the effluent from Section One then County shall pay, in addition to the sums set forth in subparagraph 2.10 above, its pro rata share of the capital expenditures thus incurred. If City makes such expenditures from cash on hand, County shall pay to City its pro rata share of each such payment upon receipt of a statement from City, which payment shall be made in sufficient time that City receives County's share of such payment prior to the due date of the payment to be made by City. If City makes such expenditures from borrowed funds, (bond proceeds or otherwise), County shall pay its pro rata share of each payment due thereon. County's pro rata percentage share of each such payment shall be calculated at the time each payment is due by dividing the total effluent treated by the treatment facility during the immediately preceding three months into the total effluent received from Section One during said preceding three months. To the extent that City receives any non-repayable grant to make such upgrades or replacement, County shall be entitled to a pro rata credit.

2.13 To the extent allowed by law, the County shall indemnify and hold the City harmless from any litigation costs the City incurs (including, but not limited to, attorney fees) in connection with the referendum for the Sales and Use Tax which will be called to obtain funds to construct the Project described in this agreement.

ARTICLE III

USE OF SECTION ONE OF THE PROJECT

3.1 Section One shall initially be used to receive and transport effluent from the new County Jail and the DOT.

3.2 County shall have the right to construct, and connect to Section One other sewage collection systems, PROVIDED, HOWEVER, in no event, without the prior written consent and approval of the City, shall the County connect such quantity of collections systems to Section One which would result in a daily effluent of greater than five hundred thousand (500,000) gallons per day.

3.3 County shall provide City, on a monthly basis, a report on the type and location of each customer connected to Section One, and shall annually provide a report on all existing customers and the actual volume of water sold to each such customer that is

connected to a County water line, if it is metered.

ARTICLE IV

CONTROL AND REGULATION OF THE CONTENT OF THE EFFLUENT ALLOWED TO BE INTRODUCED INTO THE PROJECT

4.1 County shall adopt a sewer use ordinance which shall contain the identical provisions as the City's sewer use ordinance, and the County shall not allow any person or entity connected to any phase of Section One, to introduce into the Project any chemical, material or substance that would result in City being in violation of its permits to operate its treatment facilities, nor any chemical, material or substance which City prohibits its customers from introducing into the sewer system owned by City.

4.2 County shall not permit any industrial customer to connect to any sewer feeding into Section One until such customer has complied with the City Industrial Pretreatment Program requirements, and has signed a written agreement to comply therewith continuously thereafter.

4.3 County expressly covenants to disconnect any customer who discharges effluent into Section One in violation of section 4.1 or 4.2, and in the event County fails to do so after notice from City, County hereby appoints City as its agent to make such disconnection.

ARTICLE V

RIGHT OF CITY TO ACQUIRE ANY PORTION OF SECTION ONE ANNEXED INTO CITY'S CORPORATE LIMITS

In the event that any portion of Section One of the Project is hereafter annexed into the corporate limits of City, City shall have the right to acquire ownership of such annexed portion, including the easements or other interests in realty. City shall not be required to pay for any annexed portion of the Project paid for by SPLOST funds. The costs to be paid County by City for any portion annexed that was not paid for by SPLOST funds shall be by the payment to County of the actual costs incurred by County in the acquisition and construction of such portion, reduced by one twenty fifth of such costs for each year that has elapsed from the date of first use of such portion.

ARTICLE VI

MISCELLANEOUS

6.1 The rights, duties and liabilities of each party hereunder shall not be assigned, transferred, assumed or performed by any other person, company or legal or governmental entity, a violation of which shall entitled the other party to terminate this Agreement.

6.2 This writing contains the entire agreement of the parties and may be modified only by a written agreement, after approval by the elected representatives of each, and execution by authorized persons.

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.

CITY OF THOMASTON (SEAL)

BY: Edwin L. Chivers (SEAL)
MAYOR

ATTEST: Philip B. Adcock (SEAL)
CLERK

UPSON COUNTY, GEORGIA (SEAL)

BY: Ed Crews (SEAL)
CHAIRMAN, BOARD OF COMMISSIONERS

ATTEST: [Signature] (SEAL)
CLERK

AGREEMENT

GEORGIA, UPSON COUNTY:

THIS AGREEMENT, made and entered into on this the 6th day of October, 1995, by and between UPSON COUNTY, GEORGIA, (hereinafter "County") a political subdivision of said state and the CITY OF THOMASTON, a municipal corporation (hereinafter "City");

W I T N E S S E T H:

THAT, WHEREAS, the parties hereto, in order to provide a general office complex to house City government offices, County government offices and agencies which the County presently provides office space for, and to provide for a senior citizens complex to be operated jointly by the City and County, have acquired a location for said complex at the site of the old Lee High School campus, have developed plans for the construction, remodeling and renovation of said facilities, and have determined that said facilities can best be financed through imposition of a special County one percent sales and use tax; and

WHEREAS, the parties hereto have agreed that it is in the best interest of the citizens of each government to provide recreation facilities for the use of everyone in the County and have determined that said facilities can best be financed through the imposition of a special County one percent sales and use tax; and

WHEREAS, in order to finance the improvements to said facilities the County has, pursuant to O.C.G.A. §48-8-110, proposed the imposition of a special County one percent sales and use tax for a period not to exceed four years and the calling of a referendum for the approval by the voters of such sales tax; and

WHEREAS, O.C.G.A. §48-8-111(a)(1) provides that the proceeds from such sales tax may be used and expended on projects located in both the incorporated and unincorporated areas of the County; and

WHEREAS, O.C.G.A. §48-8-111(a)(1)(D) provides that for capital outlay projects funded by the special County one percent sales and use tax which will be owned and operated by the County and a municipality which contains more than one-half of the aggregate population of all municipalities within Upson County a contract must be entered into between the County and the participating municipality prior to the call of the election or referendum for the imposition of the said tax; and

WHEREAS, the City of Thomaston according to the 1990 Census Records of the United States Bureau of the Census is a municipality which contains more than one-half of the aggregate population of all municipalities within the County; and

WHEREAS, the City and County are authorized under Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, to enter into agreements for the joint use of facilities; and

WHEREAS, the parties hereto have determined that it is in the best interest of the citizens of each that the proposed facilities be constructed and used jointly in accordance with the terms set

out in this agreement as the same may be, from time to time, amended.

NOW, THEREFORE, in consideration and furtherance of the foregoing, and in the further consideration of the benefits flowing to the parties hereto and the citizens of each, the parties do hereby agree as follows:

-1-

In the event that the referendum required by Georgia law results in the approval of the proposal to implement a special County one percent sales and use tax on all sales and uses in Upson County, Georgia, to which said tax is applicable for a period not to exceed four years, the County agrees to use a portion of the proceeds from said tax collections to construct, renovate, and remodel the old Lee High School campus, consisting of the Main Building, Drake Building, Military Building and adjacent grounds for use as a governmental office complex and senior citizens center at an estimated cost of \$4,480,000.00. The City and County shall own said office complex and senior citizens center.

-2-

The parties hereto agree that the City of Thomaston shall have the unrestricted use of the west end of the Main Building of the governmental office complex consisting of three floors which are more particularly shown and described on the plans prepared by Demery & Tyler, Architects, designated "GOV-01-95". The City shall also have the joint right with the County to use the Council Commission Meeting Room and the Break Room shown on said

-3-

architectural drawings. The City agrees that it will be responsible for all utilities for that portion of the office complex which is occupied solely by City governmental offices and once the initial construction is complete shall be responsible for any and all future maintenance, upkeep and remodeling of said office space and any and all maintenance, upkeep and replacement of the heating and air conditioning and utility systems which serve those offices.

-3-

The County shall have the unrestricted use of all of the remaining office space in the Main Building and the Drake Building as shown on the architectural plans referred to above. The County shall be responsible for the maintenance, upkeep and operation of all of the buildings located on said Lee high School campus , excluding the interior of the offices occupied by the City, but including the roofs, exterior doors, cornices, porches, columns, and masonry of all buildings and the grounds surrounding the entire office complex. The parties hereto agree that they will jointly use and manage the Auditorium in the main building and the Senior Citizens Center, and any maintenance or upkeep cost for these two areas not covered by user fees will be paid for by the County as part of the funding for joint City-County projects.

-4-

In the event that the special County one percent sales and use tax referendum referred to hereinabove is approved by the voters, Upson County further agrees to spend approximately \$420,300.00 for

-4-

the purchase of the Silvertown Ballpark and Tennis Courts and the remodeling and renovation of the Silvertown Ballpark and Tennis Courts, Weaver Park Tennis Courts, Westside Park, and Park Street Playground. City and County agree to provide for the management and operation of said facilities through the Thomaston-Upson County Recreation Commission for the joint use of the citizens of each government. The City shall own said facilities.

-5-

The parties hereto acknowledge that once the projects described hereinabove are completed it may be necessary to amend this agreement to clarify the rights and responsibilities of each government as to the operation and upkeep of said facilities and, if so needed, they agree to in good faith negotiate and execute such an amendment.

-6-

County shall keep and maintain, at its expense, physical damage insurance on the improvements located on said Lee Campus in an amount at least equal to ninety percent of replacement costs, with both County and City shown as named insureds.

-7-

The term of this agreement shall commence upon its execution by County and City and shall terminate on April 15, 2000, unless sooner terminated by mutual agreement of County and City.

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

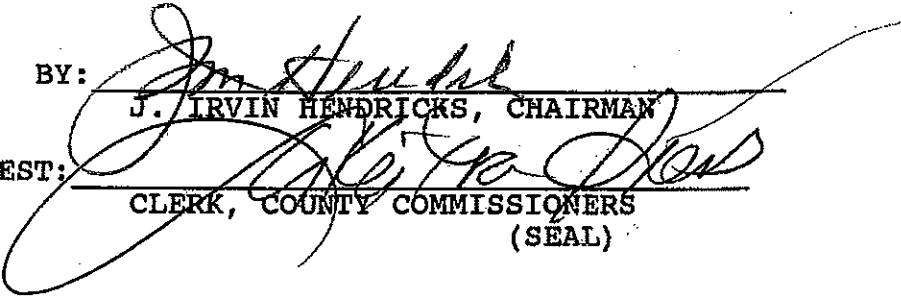
-5-

UPSON COUNTY, GEORGIA
BOARD OF COMMISSIONERS

BY:


J. IRVIN HENDRICKS, CHAIRMAN

ATTEST:


CLERK, COUNTY COMMISSIONERS
(SEAL)

CITY OF THOMASTON

BY:


CITY MANAGER

ATTEST:


CLERK

(SEAL)

ARTICLE ONE

FUNDING OF JOINT SERVICES AND FACILITIES

1.1 The Parties hereby declare that the jointly owned and operated Airport, landfill, Archives facility, library, recreation program (with some jointly owned facilities and some separately owned, but jointly used facilities) ("Recreation Department"), the facility for the physically and mentally disadvantaged ("Gilmore Center"), Emergency Management Agency, Industrial Development Authority, Thomaston-Upson County Senior Center ("Senior Center"), Emergency Telephone (E-911) Service, and Emergency Medical Service constitute the provision of joint services and the joint use and operation of joint facilities as contemplated in Chapter 70 of Title 36 of the Official Code of Georgia, and Article IX, Section III, Paragraph I (a) of the Constitution of Georgia.

1.2 The funding of the joint services and joint facilities described in paragraph 1.1 shall be by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year. (Example: Currently Upson County unincorporated digest 63.362%, City of Thomaston digest 36.56%) Upson County's share of said costs shall be obtained from a tax levied on a special taxing district composed of the unincorporated area of Upson County and any agreed upon contribution from the City of Yatesville.

ARTICLE TWO

JOINT MEETINGS TO ADMINISTER JOINT SERVICES AND FACILITIES

2.1 The governing bodies of City and County shall hold joint meetings on a schedule dictated by the matters needing attention, monthly if necessary, but not less than semi-annually, in order to consider and act upon the administration and operation of the joint services and facilities.

2.2 The Mayor and City Manager of City shall work with the Chairman of County's Commission (hereinafter "Chairman") and the County Manager, and others whose special assistance may be needed (such as attorneys and auditors), to plan agendas and to provide any necessary documents for the meetings.

2.3 The Mayor shall serve as the presiding officer of joint meetings and shall have no vote. In all circumstances, the Chairman shall have voting privileges. The Chairman shall serve as the presiding officer of joint meetings in the Mayor's absence. In the absence of one of the council members, the Mayor shall have a vote.

2.4 In order to carry, all motions on matters requiring a vote must receive a majority vote of both the Board of Commissioners of County (hereinafter "Commissioners") and the Council of City (hereinafter "Council"). No matter will carry unless it shall have received three yes votes from the Council and three yes votes from the Commission at a joint meeting.

ARTICLE THREE

BUDGETS FOR JOINT SERVICES AND FACILITIES

"THE JOINT PROJECTS BUDGETS"

3.1 The Joint Projects Budgets shall be prepared by those persons employed and/or appointed to operate and administer each service or facility. Two copies of the annual budget requests for budget year 2014 should be submitted (one to the County Manager and one to the City Manager) no later than September 1, 2013. For budget year 2015 and each year thereafter, annual budget requests for joint projects must be submitted by July 1st of the preceding year.

3.2 The County Manager and City Manager will review budget requests, along with representatives from the joint projects, to make any changes necessary. The City and County Managers will submit the 2014 proposed budget requests to the governing bodies (for their review) no later than September 15, 2013. For budget year 2015 and every budget year thereafter, the City and County managers will submit the proposed budget requests by August

1st of the preceding year. After all reviews are completed and any other changes made, the Joint Projects Budgets shall be finalized and approved in a joint meeting.

3.3 The Joint Projects budgets for budget year 2014 shall be considered, amended, finalized and approved in joint sessions by October 1, 2013. For budget year 2015 and each year thereafter, the joint projects budgets shall be considered, amended, finalized and approved in joint sessions by September 1st of 2014 and on the same date of each year thereafter. The joint projects shall be funded as provided in Article One by each of the Parties hereto paying their share of the costs of providing said services based on their percentage share of the net ad valorem tax digest for Upson County for the previous year.

3.4 If the County or the City determine for any reason that it cannot fund its share of the Joint Projects Budgets approved by the Parties then it is required to request a renegotiation of those budgets by November 1st. If after renegotiation the Parties still cannot agree on Joint Projects Budgets by November 20th, then the projects in disagreement will be funded based on the average budget for said joint project for the two previous tax years.

3.5 Any budgeted funds not expended by a joint project in the year for which such funds were budgeted shall be returned to each Party at the end of the first quarter of the following year in a percentage equal to the Party's contribution to that joint project for that budget year unless otherwise approved by the Parties during the budget approval process.

ARTICLE FOUR

PROFESSIONAL SERVICES OF CITY AND COUNTY MANAGER

4.1 City agrees to authorize its City Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

4.2 County agrees to authorize its County Manager to attend all joint meetings and to be available for professional consultation and assistance at reasonable times relative to the joint projects.

ARTICLE FIVE

ACCOUNTING AND HUMAN RESOURCE SERVICES

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

| | |
|-------------------------------------|--------------------------------------|
| Airport | County |
| Recreation Department | County |
| Landfill | City |
| Archives | County |
| Library | Pine Mountain Regional Library Board |
| Gilmore Center | Gilmore Center |
| IDA | Industrial Authority |
| Emergency Management Agency | County |
| Emergency Telephone (E-911) Service | County |
| Emergency Medical Service | URMC or Contractor |
| Senior Center | County |

5.2 Financial accounting as used in this Article shall be understood to include routine bookkeeping and check writing, but not auditing. Each joint project shall include the cost of an independent annual audit in its proposed budget and shall provide the Parties with a copy of said audit on an annual basis.

5.3 All non-appointed personnel of the Airport, Recreation Department, Archives, Emergency Management Agency, Senior Center, and Emergency Telephone (E911) Service shall be employees of the County and shall be subject to the County's personnel rules and regulations with the exception of any County rules, regulations, resolutions, or policies pertaining to rate of pay. Instead, the rate of pay for such personnel shall be determined through the budgetary process outlined in Article Three.

5.4 This Agreement shall not alter or affect the manner or method of appointment of the members of any authority, committee or body that exists to administer any joint project.

5.5 The Party or Parties responsible for accounting and human resources for one or more joint projects shall prepare line item financial reports, not less often than quarterly, in addition to end of the year summaries and copies of the reports and summaries shall be submitted to all members of the City and County governments. The quarterly financial reports shall be provided to the Parties within twenty-one (21) days after the close of the quarter. All financial documents pertaining to joint projects shall be maintained in accordance with the state of Georgia document retention regulations. These documents will be available to the Parties within three (3) days of a request being made for same without requiring a request under the Georgia's Open Records Act.

ARTICLE SIX

SCOPE OF AGREEMENT

6.1 This Agreement shall embrace and include all of the joint projects hereinabove enumerated.

6.2 New and additional future joint projects and contracts between the Parties may be brought within the terms and provisions of this Agreement only by the affirmative vote of three members of the Commission and three members of the Council at a joint meeting.

ARTICLE SEVEN

AMENDMENTS TO THIS AGREEMENT

7.1 This Agreement may be amended from time to time by either Party submitting to the other any and all proposed amendments at least two weeks prior to any joint meeting at which an amendment is to be voted upon. Amendments shall not become effective unless they receive no less than three affirmative votes from both the Commission and the Council at a joint meeting. In the case of emergencies, amendments to this contract may be made upon twenty-

four hours notice of a called meeting to discuss same and then by three affirmative votes from each body.

ARTICLE EIGHT

TERM

8.1 The term of this Agreement shall commence on the date of its complete execution, and shall continue in force and effect for a period of ten years from such date. The Agreement will automatically renew for another ten year period unless either Party provides the other Party with notice of intent not to renew. This notice must be provided at least six months prior to the renewal date. If any joint project or its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to comply with Article Nine of this Agreement with regard to that joint project regardless of either Party's intent not to renew this Agreement.

8.2 Any joint projects may be terminated as provided herein. However, the termination of less than all of the joint projects shall not terminate this Agreement as to the remaining projects.

ARTICLE NINE

TERMINATION

9.1 Any Party wishing to withdraw totally from the provision of a joint project shall provide the other Party with twelve (12) months notice of its intent to withdraw ("Notice of Intent").

9.2 If the joint project or any of its assets is encumbered by debt for which the Parties are jointly liable or is otherwise required to remain functional due to state or federal law or regulations which are applicable to the Parties, the Parties agree to meet minimum funding obligations in order to keep the joint project functional, regardless of either Party's intent to withdraw from the joint project. "Minimum funding" shall mean funding in the amount necessary

to service any outstanding debt incurred for the project and the amount needed to satisfy and remain in compliance with any state or federal laws or regulations affecting the project. The Parties' continued funding obligations as described herein shall cease as soon as the conditions requiring such funding are extinguished.

9.3 Within six (6) months of providing the Notice of Intent, the Party wishing to withdraw must provide the other Party with a proposal for the disposition of any jointly owned assets of the joint project ("Proposal"). If the non-withdrawing Party does not provide written objection to the Proposal within sixty (60) days of receiving the Proposal, the assets shall be divided in accordance with the Proposal.

9.4 If the Parties cannot agree on the disposition of assets, either Party may request the appointment of a special master to handle the disposition of assets. The special master shall be appointed by the Court Administrator for the Griffin Judicial Circuit or the judicial circuit in which Upson County sits. The special master shall be instructed to render a decision by December 1 of the calendar year in which the special master was appointed.

9.5 The Parties agree to be bound by the decision of the special master without recourse to appeal of that decision.

ARTICLE TEN

GRANT OF AUTHORITY

10.1 Pursuant to Art. IX, Sec. III, Par. 1, of the Georgia Constitution, the City hereby conveys to the County its authority and responsibility to provide the following services:

Airport

Archives

Recreation Department

Emergency Management Agency

Emergency Telephone (E911) Service

Landfill

Hightower Memorial Library

Gilmore Center

IDA

Emergency Medical Service

Senior Center

10.2 The City's conveyance of its authority and responsibility to provide these services is specifically limited to the conditions and terms contained in this Agreement. Said conveyance is revoked in its entirety upon termination or expiration of this Agreement. In the event either Party withdraws from the joint provision of any of the services listed in section 10.1, the City's conveyance of its authority and responsibility to provide that service shall be immediately revoked.

10.3 Other than the services listed in section 10.1, the City specifically does not convey to the County its authority or responsibility to provide any service within the incorporated limits of the City.

ARTICLE ELEVEN

TAX DISTRICTS

11.1 In accordance with Georgia constitutional and statutory law, the Parties agree as follows:

(a) Any service or project provided primarily for the benefit of the unincorporated area of Upson County shall be paid for from revenues collected from the unincorporated area of the County. This shall include any and all administrative costs (including but not limited to personnel, accounting, employment benefits, management, information technology services, insurance, vehicles, real and personal property, equipment, overhead related to use of any facilities, etc.) associated with these services and/or projects.

(b) Any services the County is constitutionally or statutorily required to provide to citizens of the incorporated and unincorporated areas of the County shall be funded by revenues collected from the unincorporated and incorporated areas of the County.

(c) The following services shall be funded through Special Tax Districts comprised geographically of the incorporated boundaries of the City of Thomaston and the unincorporated boundaries of Upson County, respectively:

Airport;

Landfill;

Archives facility;

Hightower Memorial Library;

Recreation program;

Gilmore Center;

Emergency Management Agency;

Industrial Development Authority;

Senior Center

Emergency Telephone (E911) Service; and

Emergency Medical Service.

(d) Services provided by the City which primarily benefit City residents shall be funded through a Special Tax District comprised geographically of the incorporated boundaries of Thomaston.

11.2 Revenues collected from the Special Tax Districts to be used for the services described in 11.1(c) will be solely comprised of the following: (1) property taxes; (2) user fees; (3) insurance premiums; and (4) assessments. Any of these revenues collected for joint projects from the Special Tax Districts by the Upson County Tax Commissioner shall be paid jointly to the Parties hereto and shall be deposited into a joint projects account maintained by them for the sole purpose of funding the joint projects described herein.

11.3 The City and County will jointly issue funds from the joint project account to each joint project on a monthly, prorated basis based on the annual budget for each joint project. In the event the funds in the joint projects account are not sufficient to fund the joint projects as budgeted, the Parties agree to deposit sufficient funds into the joint project account to meet each Parties' obligations to fund those projects. The Parties shall be entitled to reimbursement for any funds deposited as soon as those funds are available.

ARTICLE TWELVE

EXCLUSIONS

12.1 The City of Yatesville is not a Party to this Agreement. As a consequence, the Parties agree that only funds collected from the tax district identified in 11.1(a) shall be used by the County to fund any services provided to the City of Yatesville.

ARTICLE THIRTEEN

MISCELLANEOUS

13.1 Recreation department: The Parties will make their respective parks available for use by the recreation department on a first come, first serve basis by reservation. The recreation department will not be charged for use of a park owned by either of the Parties.

13.2 Parks: Neither Party shall charge park users different rates based on whether the user lives in the unincorporated or incorporated areas of the County.

ARTICLE FOURTEEN

SEVERABILITY

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the respective governments, by their duly authorized officers, on the date set forth herein above.

UPSON COUNTY, GEORGIA

BY: Rusty Blumetto
Chairman, Board of Commissioners

ATTEST: Jan Whelan
County Manager and Clerk

DATE: 8-20-2013

CITY OF THOMASTON, GEORGIA

BY: J. Carl
Mayor

ATTEST: Demi Pruitt
Clerk

DATE: 8/20/2013



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:UPSON

Service:Solid Waste Collection

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

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

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Type Name of Government, Authority or Organization Here**

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Type Name of Government, Authority or Organization Here**

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Upson County, City of Thomaston and City of Yatesville**

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|----------------------------------|
| Upson County | Insurance Premium Tax: User Fees |
| City of Thomaston | User Fees |
| City of Yatesville | User Fees |
| | |
| | |
| | |

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

No change in service or funding. Upson County contracts with solid waste collection company to provide roadside garbage collection services in unincorporated areas. City of Thomaston and City of Yatesville contract with companies for streetside pickup within their corporate limits.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-----------------------|---|--|
| Agreement | Upson County & Solid Waste Collections | July 1, 14 Automatic Renew for 10 years |
| | | |
| | | |
| Agreement | City of Thomaston & Transwaste Services | Jan. 1, 2020- Dec. 31, 2020 |
| | | |

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: **Jason Tinsley**

Phone number: **(706)647-7012** Date completed: 01/27/2020

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:

**COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633**

**SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 1 day of July, 2014, by and between the Upson County, hereinafter referred to as "CUSTOMER", and Waste Industries Atlanta, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of Upson County and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: Subject to the multi-year contractual provision of O.C.G.A 36-60-13, this agreement shall be binding on all parties for a period of one year beginning July 1, 2014, and ending June 30, 2015, (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional one year periods, not to exceed ten (10), (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste in the unincorporated area of Upson County from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection Service - Subject to Section 3 below, each home will be serviced on a once per week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection. Only materials inside the cart will be removed. Residents with Standard Service will receive a 95 gallon cart while those with Senior Service will receive a 65 gallon cart. Rates are container in Exhibit A.

b) Residential Curbside Cart Delivery - Carts will be delivered by CONTRACTOR to all new customers at no charge. This will include customers who relocate within the County.

There is no charge for cart removal however, any cart removed due to the termination of service for non-payment, must pay a re-delivery fee as stated on Exhibit A.

c) Residential Curbside Bulk Collection Service -- Oversized items that will not fit into the 95 gallon cart will be collected once per month. Residents must call and schedule their pick up no less than 24 hours prior to the regularly scheduled day for their area.

d) Commercial Dumpsters for Sprewell Bluff Park -- CONTRACTOR will provide two (2), eight (8) cubic yard containers during the summer months that will be serviced on a once per week basis. During the remainder of the year the service will be reduced to one (1) container serviced once per week.

e) Resident Disposal Service -- Residents in the unincorporated area of Upson County may deliver a maximum of 4,000 pounds of waste, annually to the Thomaston Transfer Station at no charge. Once a resident reaches their maximum limit the then current gate rate will apply. Only Acceptable Solid Waste shall be delivered which may also include construction materials, yard waste, bulk items, and non-organic farm related materials, all of which must not otherwise be listed as Unacceptable Waste.

f) CUSTOMER Disposal Service -- CUSTOMER may deliver waste to the Thomaston Transfer Station at a discounted rate as described in Exhibit A. Only waste delivered with CUSTOMER owned vehicles will apply.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, or existing CUSTOMER supplied residential/business roll-out cart.

b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

c) For purposes of this Agreement, "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming

appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

- d) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.
- e) The parties acknowledge that recyclable materials are included in the definition of Acceptable Solid Waste and covered by the exclusive right granted to CONTRACTOR under this Agreement. In the event CUSTOMER desires at a future date to provide for recycling services, CONTRACTOR and CUSTOMER will negotiate the terms of such service in good faith.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any

prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 5500 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter, utility, or other official records. Thereafter, the number of units to be serviced and billed each month, will be reviewed and adjusted by the Customer, to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services. During May of each year or shortly thereafter, CONTRACTOR will perform a physical route audit to support the CUSTOMER's efforts to maintain an accurate count.

8. Adjustments:

a) The Service Fee will be increased annually every July 1st beginning on July 1, 2015 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

b) CONTRACTOR may implement a fuel surcharge if the per-gallon fuel prices exceed \$3.85 by at least 10%, the "Fuel Limit", when averaged over the prior six month period. The fuel surcharge will be implemented as a flat rate on a per unit basis and will remain in effect until prices return to a rate that is below the Fuel Limit. The formula for this calculation is contained in Exhibit B. This applies to Collection Service only. Disposal Service at the Thomaston Transfer Station includes an Oil & Environmental Surcharge that is automatically calculated and adjusted monthly. A separate formula, that is appropriately applicable to disposal related petroleum product consumption, is used for this calculation.

c) The Service Fees may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill fees and governmental regulations. Any increase in landfill or transfer station tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the City Clerk or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, nor the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

| <u>Coverage</u> | <u>Minimum Limits of Liability</u> |
|--------------------------|------------------------------------|
| Workers Compensation | Statutory |
| Employer Liability | \$100,000/\$500,000 |
| General Liability | |
| Bodily Injury | \$500,000 each occurrence |
| Property Damage | \$100,000 aggregate |
| Automobile Liability | |
| Bodily Injury | \$1,000,000 each person |
| | \$1,000,000 each occurrence |
| Property Damage | \$1,000,000 each occurrence |
| Excess Umbrella Coverage | \$3,000,000 each occurrence |

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries Atlanta, LLC
2699 Cochran Industrial Blvd
Douglasville, GA 30134

If to CUSTOMER, to:

Upton County
P.O. Box 180
Smithville, GA 31787

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

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

IN WITNESS WHEREOF, the Upson County and Waste Industries Atlanta, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Upson County

By: Jim Wheeler
Name: Jim Wheeler
Title: County Manager

Waste Industries Atlanta, LLC

By: Bret Johnston
Name: Bret Johnston
Title: C.O.O.

Exhibit A

COLLECTION SERVICE FEES

Residential Curbside Trash & Bulk Collection - The charge for once per week residential curbside trash and monthly bulk collection to CUSTOMER from CONTRACTOR shall be as follows:

| | |
|-------------------------|---|
| Standard Service | \$10.45 per cart |
| Senior Service | \$9.98 per cart (not to exceed 250 carts) |
| Non-Payment Re-delivery | \$35.00 |

CONTRACTOR will provide one 95 (ninety-five) gallon cart for MSW for each address using the Standard Services or one 65 (sixty-five) gallon cart for Senior Service. CUSTOMER may request additional carts for residents. Additional carts will be billed by the number of carts requested, multiplied by the monthly rate.

Commercial Dumpsters at Sprewell Bluff Park - The charge for once per week service shall be as follows:

| | | |
|-------------------|--------------------|-----------|
| Summer Months | 2 - 8yd Containers | No Charge |
| Non-Summer Months | 1 - 8yd Container | No Charge |

DISPOSAL SERVICE FEES

Resident Disposal Service - The charge for disposal services at the Thomaston Transfer Station for residents in the unincorporated area of Upson County are as follows:

0 to 4,000lbs (Annually) No Charge

Once a resident reaches their 4,000lb limit the following rates will apply:

| | |
|-------------------|---|
| 0 to 1,999lbs | \$15.00 flat rate + (Oil & Environmental Fee) |
| Gate Rate Per Ton | \$34.50 + (Oil & Environmental Fee) |

CUSTOMER Disposal Service - The charge for disposal services at the Thomaston Transfer Station for CUSTOMER that is delivered with CUSTOMER owned vehicles is as follows:

Upson County Animal Control Department
Upson County Recreation Department

0 to 4,000lbs No Charge

Once each department reaches their 4,000lb limit the following rates will apply. These rates apply to all other departments not listed above.

| | |
|-----------------------|---|
| 0 to 1,999lbs | \$12.00 flat rate + (Oil & Environmental Fee) |
| Discount Rate Per Ton | \$29.50 + (Oil & Environmental Fee) |

Exhibit B

FUEL SURCHARGE FORMULA

RESIDENTIAL OIL/ENERGY SURCHARGE CALCULATION

| | | | | |
|-------------------|---|---------------|--|--------------------|
| Prior 6 Month Avg | = | \$4.23 | U.S. Dept of Energy | |
| Less | - | <u>\$3.85</u> | Index as of: | <u>Future Date</u> |
| | | | Less original Budgeted base for fuel costs | |
| Difference | | \$0.38 | | |
| Multiplied By | x | <u>0.56</u> | (Petroleum Product Usage Factor) | |
| Sub-Total | | <u>\$0.21</u> | | |
| Fuel Surcharge | = | \$0.21 | (Monthly surcharge per container) | |

SANITATION SERVICES AGREEMENT

GEORGIA,
UPSON COUNTY

THIS AGREEMENT, made and entered into by and between the CITY OF THOMASTON, GEORGIA, a municipal corporation of the State of Georgia, hereinafter referred to as "CITY", and TRANSWASTE SERVICES, LLC, a Georgia limited liability company, hereinafter called the "CONTRACTOR";

WITNESSETH:

That for and in consideration of the mutual benefits and promises between City and Contractor, as hereinafter set out, the parties do mutually agree and covenant as follows, to wit:

1.

Contractor will, beginning on January 1, 2020, and continuing until midnight on the 31st day of December 2021, in accordance with the terms and provisions of this agreement, collect and dispose of all household and commercial garbage within the corporate limits of the City of Thomaston which is placed in the containers to be furnished by Contractor. The Contractor will also collect and dispose of all household and commercial yard waste and brown and white goods placed at curbside or by dumpsters within the corporate limits of City of Thomaston in accordance with the terms and provisions of this agreement. The Contractor will review the service agreement annually with the City of Thomaston to propose any revisions that need to be made to the service guidelines for the efficiency of the services and beautification of the city. Contractor will take all yard waste to either a certified and licensed disposal facility or to a power or manufacturing plant that uses all of the

material for fuel to operate its boilers. The Contractor will dispose of non-yard waste material and yard waste material at Contractor's expense at a site that has been approved by all governmental agencies to which the same is subject and shall be disposed of in strict accord with all applicable laws and regulations. Said site shall be a lined facility that meets all applicable federal and state laws and regulations.

2.

The Contractor will review the service agreement annually with the City of Thomaston to propose any revisions that need to be made to the service guidelines for the efficiency of the services and beautification of the city. This service review will include evaluating backdoor MSW services, yard waste, bulk service and recycling services. Any suggested changes will need to be presented in writing to the City Manager for review and approval and signed by the parties. Any revisions made to the contracted services will require notice to the public in mail campaign 2 weeks prior to the service change.

3.

Contractor shall be required to operate and maintain sufficient equipment and personnel to provide garbage pickup service and curbside pickup of yard waste and brown and white goods to each residential unit at least once every seven days. Contractor shall pick-up garbage, curbside, and yard waste on the same day for each customer. Yard waste including tree limbs and brown and white goods shall include but not limited to appliances, furniture, water heaters, stoves, sinks, televisions, computers, chairs, couches, carpet, linoleum, tiles, and the like. Freon will have to be properly removed by the resident prior to such items considered for pick up. The vendor will not be required to pick up tires, liquids, vehicle batteries or other materials not acceptable for disposal at the applicable disposal

facility. The vendor will pick up construction demolition materials unless the work is performed by a contractor. In such cases, removal is the responsibility of the contractor performing the work.

4.

Residential garbage and yard waste and brown and white goods shall be collected only during daylight hours, on any day of the week other than Sunday, and shall be collected by Contractor from containers located at the rear and at the front of residential premises. Contractor will furnish City with a schedule showing pickup zones and days of pickups for various sections of the City, so that all sections are serviced on the same day each week. Contractor shall provide City by the 1st of February of each year of the contract a pick-up schedule listing each road section for each daily pick-up route and a color coded map outlining each route. Contractor shall also provide by the 1st of February of each year a daily route and pick-up schedule for dumpsters. The list shall include the location of each dumpster. The schedules and map shall be delivered to the city manager's office.

5.

Commercial or business garbage and yard waste and brown and white goods pickup shall be regulated and controlled by Contractor so that all commercial or business premises are presentable and free of excess waste. Dumpsters may be picked up by Contractor at any hour of the day, except in residential areas or areas adjacent to a residential area which is limited from 6:00 AM to 9:00 PM.

6.

For services rendered by Contractor as hereinabove stated:

(a) City shall pay to Contractor for the performance of this agreement the sum of EIGHT AND NINETY-ONE HUNDRETHS (\$8.91) DOLLARS per residential unit per month for garbage pickup and FIVE AND FIFTY HUNDRETHS (\$5.50) per residential unit for curbside pickup of yard waste and brown and white goods per residential unit per month.

(b) City shall pay to Contractor for the performance of this agreement the following monthly sums for the collection of commercial garbage:

CONTAINER

| Size | 1 x week | 2 x week | 3x week | 4x week | 5x week | 6x week |
|--------------|----------|----------|----------|----------|----------|----------|
| 2 yard | \$46.23 | \$79.85 | 113.78 | \$113.78 | 184.5 | 219.35 |
| 4 yard | \$52.53 | \$86.15 | 134.48 | \$178.35 | 225.5 | \$272.65 |
| 6 yard | \$66.18 | 101.91 | 157.59 | \$209.10 | \$270.02 | \$318.78 |
| 8yard | \$78.79 | \$118.72 | \$183.85 | \$249.00 | \$314.14 | \$379.28 |
| 90 Gal Cont. | \$14.71 | \$28.00 | \$42.00 | \$56.00 | \$70.00 | \$84.00 |

Yard waste and brown and white goods \$5.50 per month per commercial account.

(c) City agrees to pay Contractor \$5,000 per month in consideration for Contractor properly disposing of all yard waste material. All yard waste shall be disposed of at a permanent; EPD approved disposal facility, or burned in an EPD approved manner.

(d) Contractor shall submit to City by the fifth day of each month following rendering of said service, a total bill for the previous month's service based upon the foregoing rates, and City shall pay to Contractor, by the twentieth day of that same month, the sum due to Contractor pursuant to this Agreement. Billing and collection from all customers shall be the responsibility of City.

(e) Dumpsters — Contractor agrees to replace or refinish and paint dumpsters in poor condition or showing visible rusting.

(f) Ninety/ninety-five gallon garbage container — Contractor will require residential and commercial customers to contact the City if additional containers are needed at their site.

(g) Monthly Invoice — The quantity number of residential and commercial units utilized for billing purposes will be provided monthly by the City of Thomaston Finance office. The City will email this number to the contractor 2 working days before the end of the service month. The contractor will identify the physical address location of the commercial dumpster. The contractor will identify the physical address location of the account served by each 90 gallon commercial garbage container.

(h) Contractor shall provide the city manager a monthly summary of garbage tonnage picked up each month in Thomaston. The summary will be broken down as following:

- (1.) tonnage of commercial and residential garbage
- (2.) tonnage of yard waste
- (3.) tonnage of recyclables

7.

The Service Fee will be increased annually on January 1st, beginning January 1, 2021 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

- (a) In the event CONTRACTOR's direct operational costs related to providing the Services increase due to factors which are out of the control of the CONTRACTOR, CONTRACTOR will notify CUSTOMER that it desires a rate adjustment due to factors not subject to control of the CONTRACTOR. CUSTOMER agrees to negotiate with the CONTRACTOR on an adjustment to the Service Fee established, but only on an annual basis and only at time of the annual CPI adjustment.

Contractor shall provide each residential unit with one ninety to ninety-five (90 95) gallon garbage container which shall be the only container used by the residential customer, which container shall be used for the disposal of residential garbage only, and Contractor shall provide the appropriate number and size of dumpsters for commercial locations with premises sufficient to accommodate dumpsters, determined in accordance with paragraph 8 hereof. Small commercial premises with garbage volume approximating one residential unit and with premises not sufficient to accommodate dumpsters shall be provided with a residential garbage container and shall be picked up once per week on a residential schedule. Contractor shall replace garbage containers and dumpsters when they become unserviceable from use, but residential customers shall be required to replace containers that disappear from the customer's premises.

8.

Contractor shall have the right to switch the residential carts at the time of each weekly pick-up, as long as the replacement cart is reasonably clean. If customers wish to keep their cart, they are responsible for rolling same to curb and must retrieve within 24 hours of collection. Contractor is responsible for the cost of replacing any cans that are missing.

9.

Contractor hereby agrees and covenants to clean up any that debris, trash and solid waste that may fall out of the dumpster during the time of service. Upon failure of the Contractor to keep these sites free and clear of spilled debris, or upon failure of the contractor to otherwise perform any pickup and disposal services pursuant to the terms of the Agreement, City shall notify Contractor in writing of said failure, and the location of each site involved in the violation. Thereafter, contractor shall, within two days, clear any area of spilled debris and garbage. Upon failure of Contractor to comply with this provision, City may offset the expenses incurred in removing garbage or debris from said location or site from any monies owed by City to Contractor.

10.

The minimum number and size of dumpsters at each location, and the number of pick-ups per week from each location shall be determined by the City, which determination shall be made following consultation with Contractor, and shall be sufficient for the volume of garbage that will be properly accommodated inside the dumpsters to minimize the necessity of clean-up around the sites.

11.

If Contractor misses any scheduled pick-up from any residential or commercial customer, Contractor will make such pick-up within twenty-four hours of receiving the complaint except that no service will be available between noon Saturday and Monday at 8:00 a.m.

12.

It is mutually agreed and understood that Contractor, during the term of this

Agreement, shall have in full force and effect, liability insurance policies providing liability insurance coverage for all vehicles, servants, and employees to be used by Contractor in the performance of this agreement with limits of not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage and One Million Dollars (\$1,000,000) per person personal injury coverage. Contractor shall identify the City of Thomaston as additionally insured on the policy and provide a copy of said policy within 30 days after signing Contract.

13.

Contractor covenants and agrees that it will save and hold the City, its servants, agents and employees, harmless from any and all suits, actions or claims of any character whatsoever brought on account of any injuries or damages received or sustained by any person or persons or property on account of any negligence or fault of the Contractor, its agents, servants, or employees in the performance of the various provisions of this contract.

14.

Contractor agrees that Contractor will provide and maintain worker's compensation insurance under the laws of Georgia covering all employees of Contractor who shall be employed in the performance of the obligations of this agreement and furnish the City proof of same at time of execution of signing contract. Contractor shall complete and submit an e-verify verification form and citizenship affidavit to City at the time of signing the contract.

15.

Contractor will correct billing mistakes within 30 days of an e-mail submission to Contractor's local office requesting such. City has the authority to reduce payments to Contractor in the amount overstated in the billing without penalty.

16.

Contractor agrees to maintain two recyclable collection bins on a property designated by City. Contractor agrees to provide transport and delivery to a recyclable collection center at the expense of the contractor. Should the City consider offering curbside recycling services to the residents, provided by the Contractor, the Contractor would provide 18-gallon recycling totes for curbside recycling service. Material to be accepted will need to be discussed based on the current market of acceptable recycling items. Cost for curbside recycling service would need to be evaluated based on the current market value and options for disposal site and disposal rates.

17.

Contractor is responsible for reducing City's bill by one-fourth of the monthly fee for each household or dumpster that is missed two consecutive times from the customer's normal pick-up schedule. The bill will be reduced by an additional one-fourth of the monthly fee each additional consecutive time the pick-up is missed.

18.

Contractor agrees to offer the following services to the city at no charge during city events.

May concert – (1) 8 and (12) carts for the weekend

Spring Clean yard sale - (1) 8 and (12) carts for the weekend

Fall yard sale - (1) 8 and (12) carts for the weekend

Emancipation Proclamation parade - (1) 8 and (12) carts for the weekend

Drake St Parade - (1) 8 and (12) carts for the weekend

City promoted concerts - (1) 8 and (12) carts for the weekend

July 4th Celebration Event - (1) 8 and (12) carts for the weekend

19.

Contractor agrees to accept at no additional charge all City street sweepings or garbage or yard waste picked up by City crews. Contractor also agrees to accept at no additional charge to the citizen or City any garbage, debris, or yard waste that a City resident brings to the transfer station unless it is material prohibited from acceptance by the Environmental Protection Division of the State of Georgia or by previous provisions of this contract.

20.

Contractor agrees to provide the city with a special roll-off rate of \$215 for each roll off container ordered and filled by City regardless of weight. Contractor will not charge any additional fees for days it is located for City use unless the requested use period extends beyond thirty days.

21.

Contractor shall provide the hauling of city sewage from both sewer plants at a cost of \$35/ton and a base fee of \$160.22. Contractor will note on the invoice which sewer plant the sludge originates, the tonnage of the sludge, and the date the sludge is picked up.

22.

The terms and provisions of this agreement constitute the entire agreement between the parties, and any failure of City or Contractor to insist upon the exact performance of the obligations of the other party, as herein provided, shall not change or modify this agreement

in any manner unless said modification or change shall be reduced to writing and signed by the parties.

23.

Contractor agrees that should it default under the terms of this agreement, no further payments shall be due Contractor, and any funds earned, but retained shall be applied as a portion of City's damage for Contractor's default.

24.

Partial failure on the part of Contractor to provide the service contracted for hereunder shall result in a proportionate reduction in the payment due Contractor hereunder, which shall be withheld from the payment next due Contractor after the determination by City of each such partial failure.

25.

Contractor shall not, without the prior written consent of City, assign this contract or sublet all or any portion of the work contracted for hereunder. A violation of the prohibitions contained in this paragraph shall authorize City, at its option, to terminate this agreement at a point in time designated by City.

26.

Contractor, as a further material part of this Agreement, hereby grants unto City the right, at the option of the City, to renew this Agreement for up to three additional one calendar year terms, upon the same terms and conditions herein set forth, by written notice to Contractor by December 30, for the upcoming calendar year,

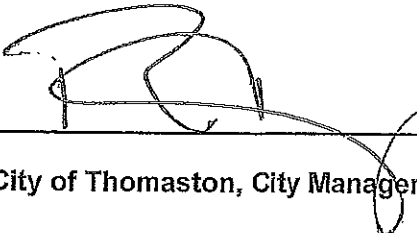
27.

Contractor shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, change in law, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable and without fault or negligence of Contractor.


[Signature page follows.]

IT WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials and officers have caused this contract and agreement to be executed in duplicate and the official seal of each properly affixed, this 5th day of November, 2019

FOR THE CITY:



City of Thomaston, City Manager


Phil Hamrick

Witness

FOR PROVIDER:



General Manager
TRANSWASTE SERVICES, LLC



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:UPSON

Service: *Tourism*

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

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

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.).

| Local Government or Authority | Funding Method |
|--------------------------------------|-----------------------|
| Upson County | Hotel Motel Tax |
| City of Thomaston | Hotel Motel Tax |
| | |
| | |
| | |
| | |

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

Funding will be provided according to the agreement set out in Section 2 herein below.

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

| Agreement Name | Contracting Parties | Effective and Ending Dates |
|-------------------------|----------------------------|-----------------------------------|
| Agreement Between Upson | Upson County | April 1, 2019 - Dec 31, 2019 |
| Thomaston-Upson | Thomaston-Upson County | auto renew annually |
| Chamber of Commerce | Chamber of Commerce | July 9, 1996- |
| | | auto renewal |
| | | |
| | | |

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: **Jason Tinsley**
 Phone number: **(706)647-7012** Date completed: 01/27/2020

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:
COUNTY MANAGER (706)647-7012, CITY MANAGER (706)647-4242
CHAIRMAN OF THE COUNTY OF COMMISSIONERS (706)647-7012
MAYOR OF THE CITY OF THOMASTON (706)647-6633

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN THE UPSON COUNTY AND THE THOMASTON-UPSON COUNTY
CHAMBER OF COMMERCE.**

This agreement is made and entered into by and between the Upson County Board of Commissioners, a political subdivision of the State of Georgia (hereinafter the "County"), and the Thomaston-Upson County Chamber of Commerce, a Georgia non-profit corporation, (hereinafter the "CHAMBER"), for tourism promotion activities as described in this agreement.

WHEREAS, the County has levied a special excise tax upon rooms, lodging and accommodations pursuant to O.C.G.A 48-13-51; and

WHEREAS, the County established a budget process for the purpose of recommending the most appropriate use of the special excise tax funds; and

WHEREAS, the County desires to provide the funds to the CHAMBER, to perform the activities described herein;

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

Section 1. Scope of Work.

To satisfy this agreement, the CHAMBER shall provide services which constitute "promoting tourism, conventions and trade shows" as defined in O.C.G.A. 48-13-50 (2) and shall expend funds obtained pursuant to this agreement exclusively for the provision of such services. To further execute these services the CHAMBER shall have the authority to enter into subcontracts or other agreements to carry out the terms of this agreement.

Section 2. Compensation.

The County shall provide compensation for the services referenced in Section 1 of this agreement to the CHAMBER in the amount of one hundred percent (100%) of excise taxes collected pursuant to O.C.G.A 48-13-51 after assessment of an administrative fee to be determined annually by the Board of Commissioners. Said funds shall be paid monthly from the receipt of said tax revenue by the County.

Section 3. Term.

This agreement shall commence upon execution by the duly authorized representatives of both parties on the first day of April 2019 and shall terminate at midnight on December 31, 2019. The agreement shall continue from year to year thereafter unless sooner terminated upon thirty (30) days written notice from either party.

Section 4. Auditing of Records, Documents and Reports.

The CHAMBER shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The County Manager and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the CHAMBER with respect to matters covered in this Agreement. Such rights shall last for three (3) years from the date the disbursement is made hereunder.

Section 5. Reporting.

The CHAMBER agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before April 30th of each year. To qualify for annual funding of authorized lodging excise tax proceeds, the CHAMBER shall submit to the County's Chief Financial Officer all information as necessary and timely during the County's fiscal year budget calendar. Failure of the CHAMBER to provide any required or requested reports may result in termination of this agreement or subsequent renewals, upon proper notice given by the county.

Section 6. Compliance with Federal, State and Local Laws.

The CHAMBER agrees to abide by all applicable federal and state statutes and regulations, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 7. Recapture and Noncompliance.

In the event of a final determination by a court of competent jurisdiction that the CHAMBER has failed to expend the special excise tax funds in accordance with state law and this Agreement, the County reserves the right to commence an action against the CHAMBER to recover said funds, in addition to all of the County's other available remedies at law.

Section 8. Legal Relations.

Neither the CHAMBER, nor any employee, officer, official or volunteer of the CHAMBER shall be deemed to be an independent contractor, employee or volunteer of the County. No liability shall attach to the CHAMBER or the County by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification.

The CHAMBER agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest

extent provided by law, and agrees to save, indemnify, defend and hold the County harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the County is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the CHAMBER under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability.

If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Amendment or Modification.

This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall be deemed null and void.

Section 12. Notice.

Any notices required or permitted pursuant to this Agreement shall be in writing and may be effected by certified mail of the United States Postal Service. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier.

Notices to the COUNTY shall be sent to the following address:

Upson County Board of Commissioners
c/o County Manager
106 East Lee Street
Thomaston, GA

Notices to CHAMBER shall be sent to the following address:

Thomaston-Upson County Chamber of Commerce
c/o Executive Director

Section 13. Attorneys' Fees.

In the event that the County is required to institute a lawsuit against the CHAMBER to enforce any of the terms of this Agreement and the County prevails in such lawsuit, the CHAMBER agrees to reimburse the County for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 14. Entire Agreement.

This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 12th day of March, 2019.

THE UPSON COUNTY BOARD OF COMMISSIONERS

By [Signature]
Title: Chairman

ATTEST:

[Signature]
APPROVED AS TO FORM:
[Signature]

THE THOMASTON-UPSON COUNTY CHAMBER OF COMMERCE

By [Signature]
Title: President

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN THE UPSON COUNTY AND THE THOMASTON-UPSON COUNTY
CHAMBER OF COMMERCE.**

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WHEREAS, the County established a budget process for the purpose of recommending the most appropriate use of the special excise tax funds; and

WHEREAS, the County desires to provide the funds to the CHAMBER, to perform the activities described herein;

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

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Section 8. Legal Relations.

Neither the CHAMBER, nor any employee, officer, official or volunteer of the CHAMBER shall be deemed to be an independent contractor, employee or volunteer of the County. No liability shall attach to the CHAMBER or the County by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification.

The CHAMBER agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest

extent provided by law, and agrees to save, indemnify, defend and hold the County harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the County is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the CHAMBER under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability.

If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

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This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall deemed null and void.

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c/o Executive Director

Section 13. Attorneys' Fees.

In the event that the County is required to institute a lawsuit against the CHAMBER to enforce any of the terms of this Agreement and the County prevails in such lawsuit, the CHAMBER agrees to reimburse the County for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

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This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 12th day of March, 2019.

THE UPSON COUNTY BOARD OF COMMISSIONERS

By [Signature]
Title: Chairman

ATTEST:

[Signature]

APPROVED AS TO FORM:

[Signature]

THE THOMASTON-UPSON COUNTY CHAMBER OF COMMERCE

By [Signature]
Title: President

CONTRACT

GEORGIA, UPSON COUNTY

THIS AGREEMENT made and entered into this 9 day of July, 1996 between City of Thomaston ("City") and Thomaston - Upson County Chamber of Commerce, Inc. ("Chamber").

WHEREAS, City has imposed an excise tax in the amount of 5% on rooms, lodgings and accommodations pursuant to OCGA Section 48-13-50 et. seq. ("the Act") and

WHEREAS, Chamber is a private sector nonprofit organization as defined by the Act; and

WHEREAS, in order to comply with the Act it is necessary for City to expend for the purpose of promoting tourism, conventions and trade shows an amount equal to tax collections in excess of 3%.

NOW, THEREFORE, in consideration of the covenants and agreements set out herein the parties agree as follows:

1. City shall pay to Chamber an amount equal to 2% of the 5% excise tax imposed and collected by City on rooms, lodgings and accommodations (i.e. 40% of the total tax collections). Said payments shall be due not later than the last day of the month following the month for which taxes are reported and paid.
2. Chamber shall expend said funds solely for the purposes of promoting tourism, conventions and trade shows within City so as to comply with the requirements of the Act.
3. Chamber shall provide City with a budget for expenditures to be made by Chamber in order to comply with the requirements of the Act. For the

remainder of calendar year 1996, it is estimated by the parties that the budgeted amount will be approximately \$6700.00.

4. Chamber shall provide audit verification that it has expended said funds in conformity with the Act.
5. This contract may be terminated by either party upon first giving to the other a ninety day notice of termination.

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

CITY OF THOMASTON (SEAL)

BY: Edwin L. Chibum
MAYOR

ATTEST: Phillip B. Adcox
CITY CLERK

THOMASTON-UPSON COUNTY
CHAMBER OF COMMERCE, INC. (SEAL)

BY: Tommy Hankerson
PRESIDENT

ATTEST: Kay Robinson
SECRETARY



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: Upson County

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

There were no incompatibilities or conflicts noted between the land use plans of Upson County and the Cities of Thomaston and Yatesville.

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:

None

| |
|---|
| 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? ? Upson County, Thomaston, Yatesville and the Upson County Water and Sewer Authority have established a committee that directs functions of water and sewer services in conjunction with current and future land use plans.

4. Person completing form: **Jessica Jones, County Clerk**

Phone number: **706-647-7012** Date completed: 01/28/2020

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:

JASON TINSLEY, COUNTY MANAGER, 706-647-7012



SERVICE DELIVERY STRATEGY

FORM 4: Certifications


Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

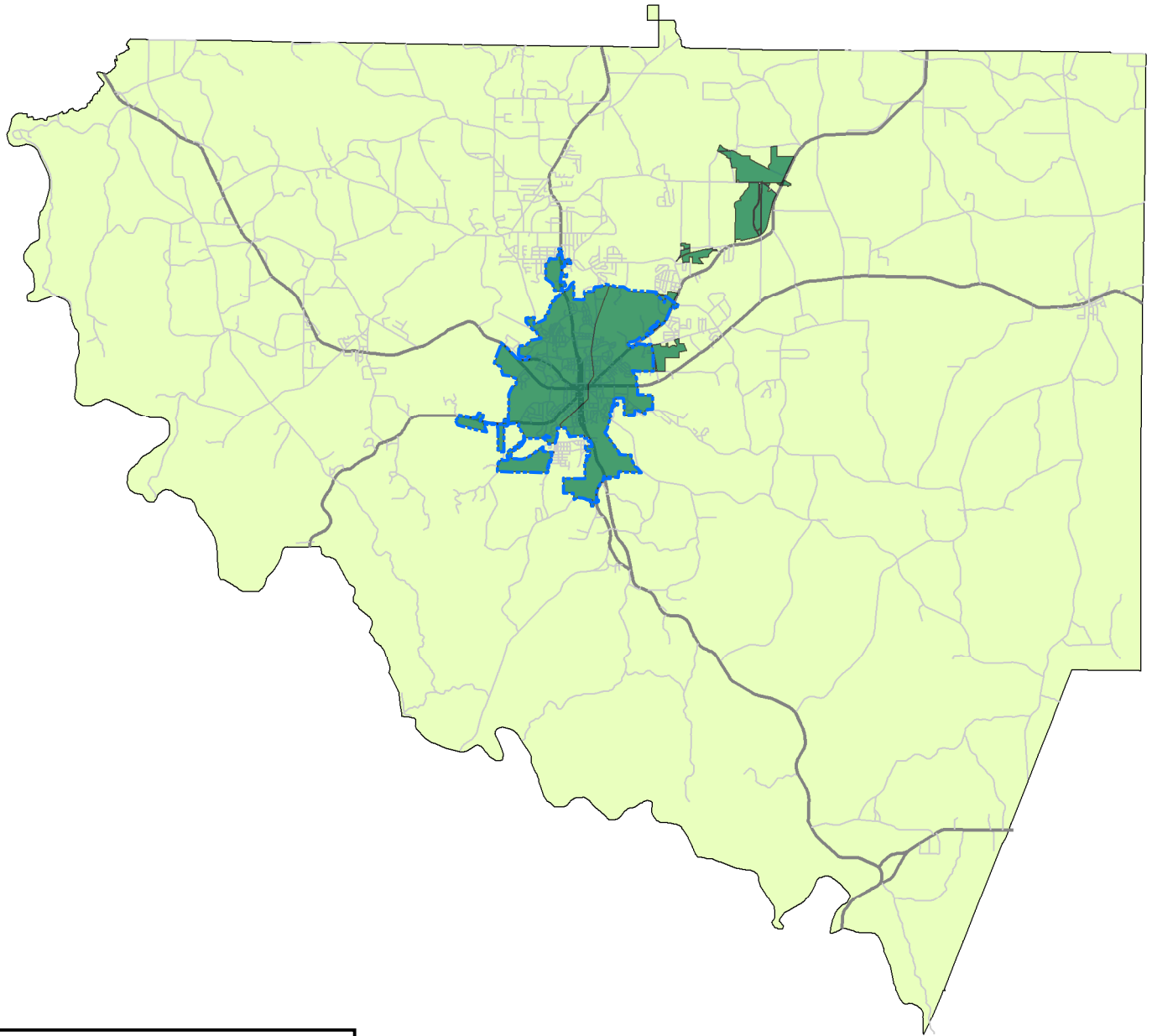
COUNTY: UPSON COUNTY

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




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

| JURISDICTION | TITLE | NAME | SIGNATURE | DATE |
|--------------------------|----------|----------------|---|-----------|
| <u>CITY OF THOMASTON</u> | MAYOR | J.D. STALLINGS |  | 1/28/2020 |
| <u>UPSUN COUNTY</u> | CHAIRMAN | NORMAN ALLEN |  | 1/28/2020 |



Sewer Collection / Disposal Areas



Legend

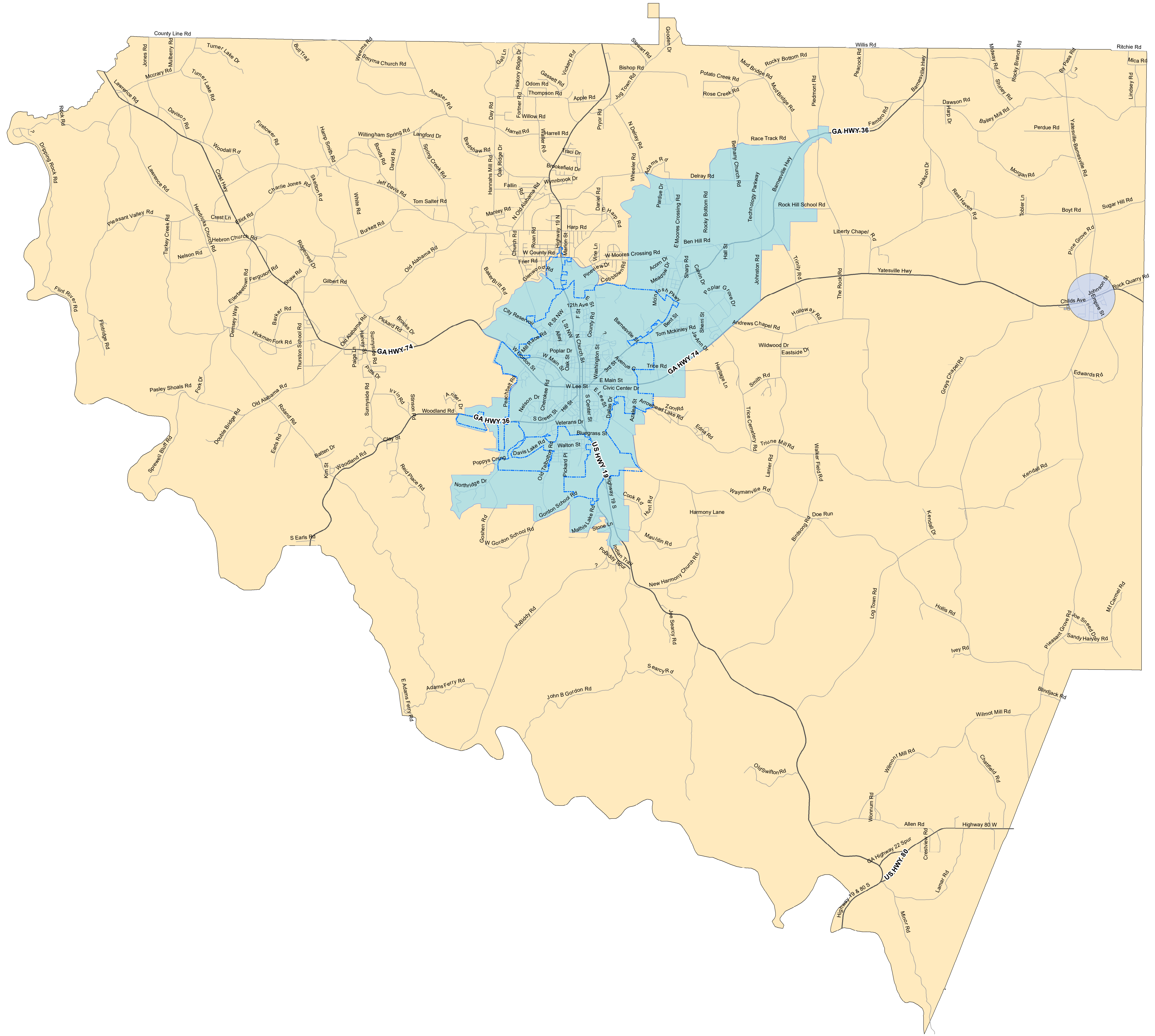
-  Thomaston City Limits
-  Thomaston Sewer Service Area
-  Upson Sewer Service Area

Streets

-  State Highway
-  Streets

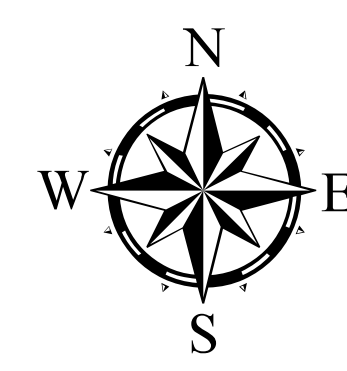


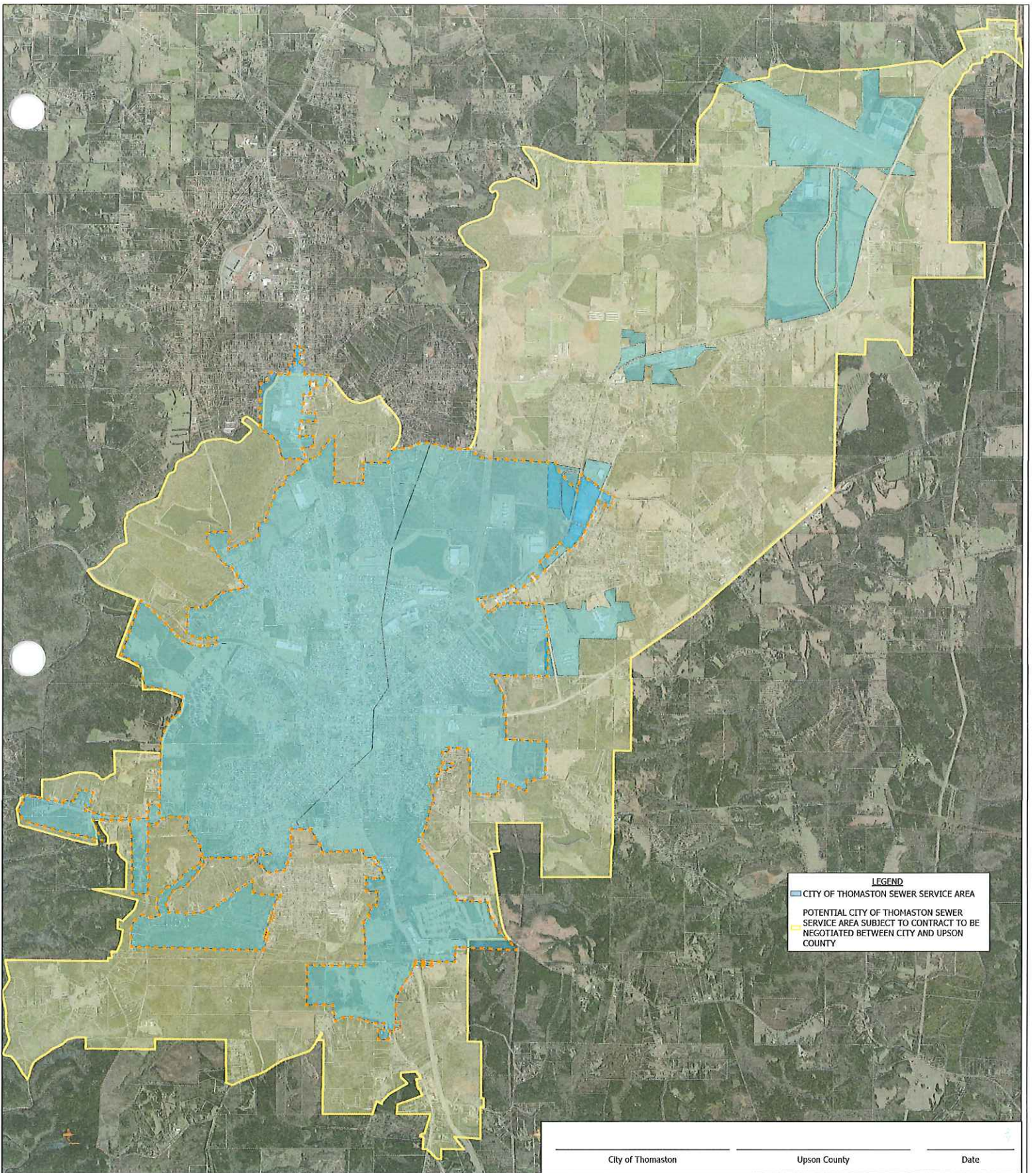
Water Supply / Distribution Areas



Legend

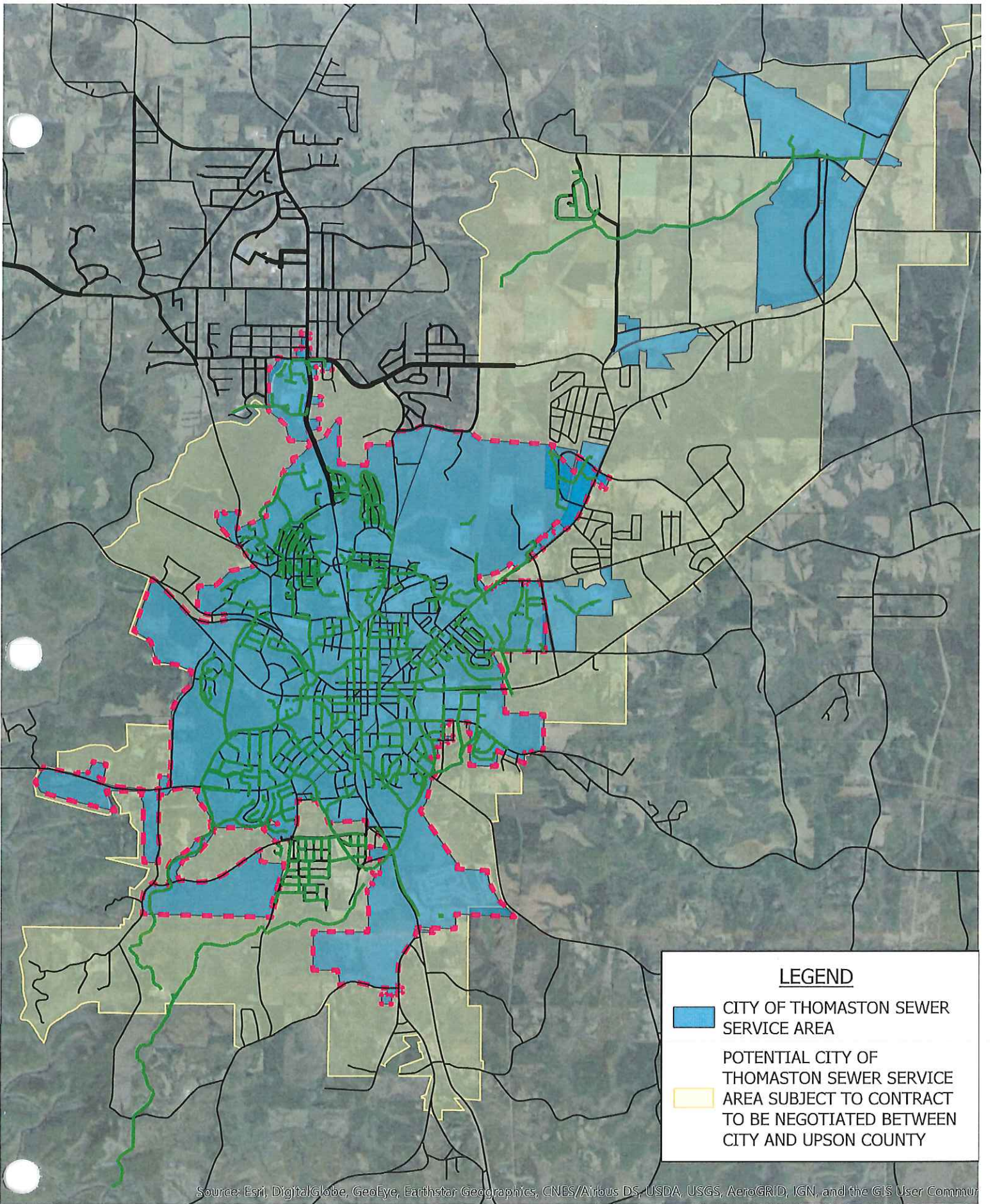
- Thomaston City Limits
- Yatesville Water Service Area
- Thomaston Water Service Area
- State Highway
- Streets
- Upson Water Service Area





City of Thomaston

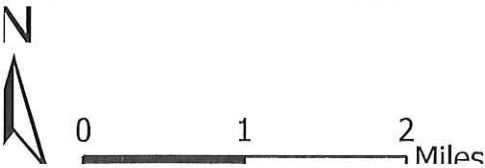
Sewer Service Area



LEGEND

- CITY OF THOMASTON SEWER SERVICE AREA
- POTENTIAL CITY OF THOMASTON SEWER SERVICE AREA SUBJECT TO CONTRACT TO BE NEGOTIATED BETWEEN CITY AND UPSON COUNTY

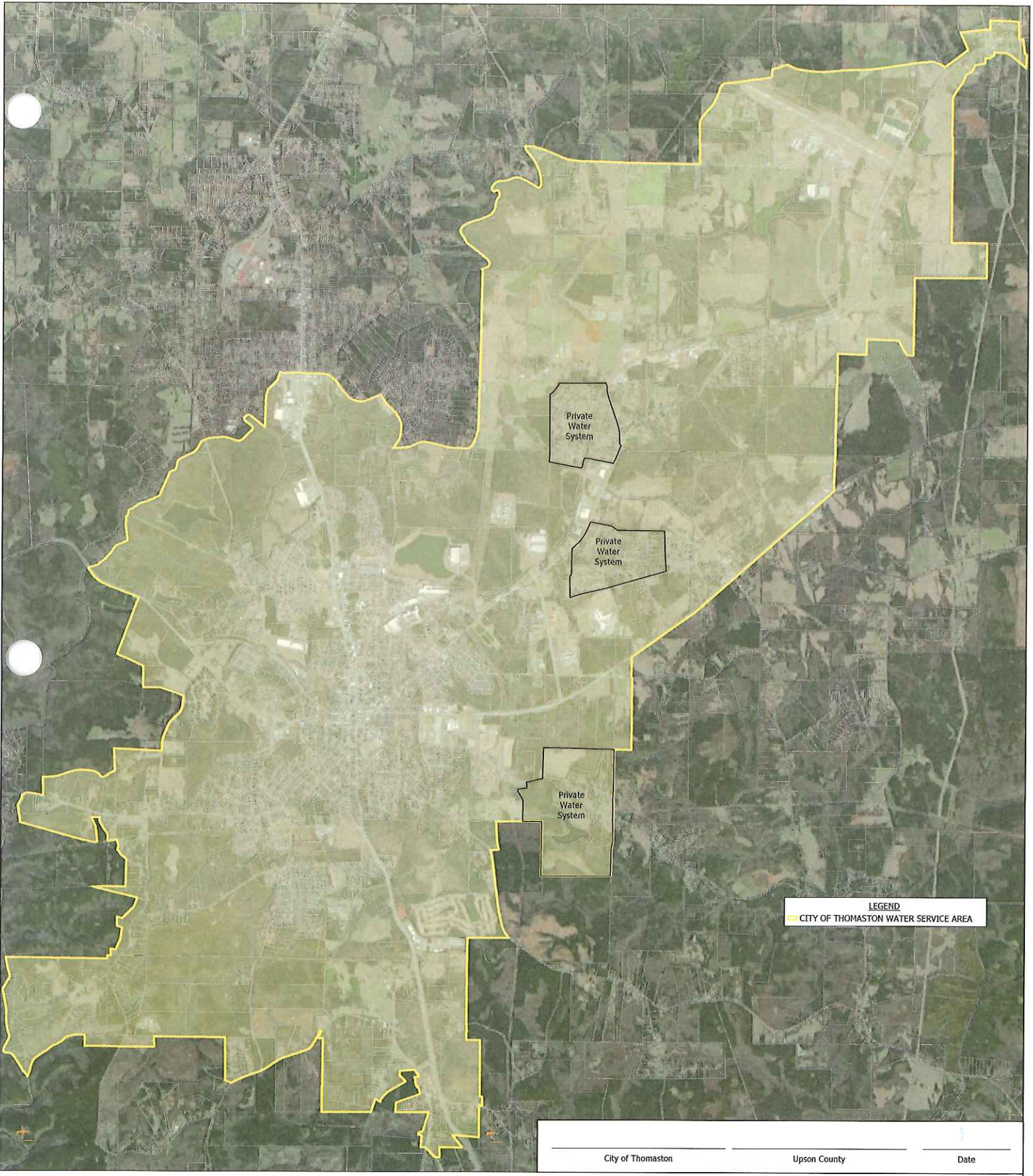
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



CITY OF THOMASTON
SEWER SERVICE AREA

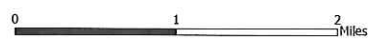
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LEGEND
— CITY OF THOMASTON WATER SERVICE AREA

City of Thomaston _____
Upson County _____
Date



City of Thomaston

Water Service Area