Verified

SERVICE DELIVERY

STRATEGY MANUAL

FOR THE

City of Homerville



And



Adopted June 7, 1999





	GEC		OF COMMUNITY AFFAIRS	
ETTP 7		SERVICE DELIVE	CRY STRATEGY	
	FOR	Clinch	COUNTY	PAGE
I. GENERAL INSTR	UCTIONS			
1. Only one set of agreement reach	these forms shoul ned by all cities an	d be submitted per county. ad counties that were party t	The completed forms should clearly present th o the service delivery strategy.	ne collective
2. List each local g	government and/o	r authority that provides ser	vices included in the service delivery strategy	in Section II below
List all services 3. Section III below delivery strategy	w. It is acceptable	arily funded by each genera to break a service into sepa	l purpose local government and authority with rate components if this will facilitate descript	in the county in ion of the service
4. For each service form (page 2).	e or service comp	onent listed in Section III, c	omplete a separate Summary of Service Delive	ery Arrangements
5. Complete one c	opy of the Summe	ary of Land Use Agreements	form (page 3).	
6. Have the Certific that DCA cannot	<i>ications</i> form (pag ot validate the stra	ge 4) signed by the authorize ttegy unless it is signed by the	ed representatives of participating local govern he local governments required by law (see Ins	nments. Please not tructions, page 4).
7. Mail the comple	eted forms along	with any attachments to:		
Georg	ia Department of	Community Affairs		
	of Coordinated P		For answers to most frequently asked q	unstions on
	ecutive Park South a, Georgia 30329		Georgia's Service Delivery Act, links an publications, visit DCA's website at	
			www.dca.servicedelivery.org, or call th Coordinated Planning at (404) 679-311	
service delivery str	rategy and submit	ttal of revised forms and att UDED IN THE SERVICE	www.dca.servicedelivery.org, or call th	cial update of the nmunity Affairs.
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	Instructions:			
	Make copies of this form a Answer each question below should be reported to the De	, attaching additional pa	each service listed on page 1, Section III. Use exactly the same ges as necessary. If the contact person for this service (listed at the h Affairs.	service names listed on page sottom of the page) changes, thi
ounty:	CLINCH COU	JNTY	Service: AIRPORT	
Check the	box that best describes t	he agreed upon deli	ivery arrangement for this service:	
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lity of	Homerville	General	Prov 4	
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	mpleting form:	and the second se		
hone numbe	er: <u>912-487-266</u>	D	tate completed: $5-10-99$	

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? X yes no If not, provide designated contact person(s) and phone number(s) below:





AIRPORT

The City of Homerville offers this service as an incentive for industrial growth and for convience of local citizens and industry. Clinch county assist the city in maintaining the airport with inkind service.

This agreement has worked well and we see no overlap of services.

We recommend continuing this service as is.

Numerical State New Year of the form and complete one for each service listed on page 1. Section 11. Use exactly the same service and of the page statement. New Year of the provided on hybrid making and the service state of the service of the service of the page statement. New Year of the provided on hybrid the provided (i.e., including a licit san and incomported areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) Service will be provided only in the unincomported period of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided only in the unincomported provide (i.e., including the service) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) One or more cities will provide this service areas, unnecessary competition and/or duplication of this service identified? Independent the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Independent the strategy, stratch an explanation for continuing the arrangement (i.e., overlapping but there is a not of the strategy attach an explanation of completing is the overlapping service areas competition will be funded (e.g., entempties fundes, special service instruce, special previde and and/	10		SUMMARY OF	SERVICE DEL	IVERY ARRA	NGEMENTS		PAGE 2
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STATE OF GEORGIA, COUNTY OF CLINCH.

EMERGENCY MEDICAL SERVICE AGREEMENT

THIS INDENTURE made this <u>13</u> day of <u>July</u>, 1998 between the **CLINCH COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "COUNTY", and the **CLINCH COUNTY HOSPITAL AUTHORITY**, hereinafter referred to as the "**AUTHORITY**".

WHEREAS, the EMERGENCY MEDICAL SERVICE for Clinch County, hereinafter referred to as "EMS", is licensed pursuant to O.C.G.A. 31-11-30 and Section 290-5-30.05 of the Rules and Regulations of the State of Georgia; and

WHEREAS, the COUNTY is responsible and obligated for all duties and requirements placed upon a licensee of an EMS; and

WHEREAS, the COUNTY owns several ambulances; and

WHEREAS, cooperation between the COUNTY and the AUTHORITY is conducive to an efficient EMS; and

WHEREAS, the AUTHORITY, in an effort to maintain a good EMS, is willing to assume certain clearly defined duties in regard to the EMS; and

WHEREAS, both parties will benefit from the assumption of certain duties by the AUTHORITY, the parties agree as follows:

1.

The term of this agreement shall be from the date of the signing of this agreement until July 31, 1999. The parties

shall commence negotiations for a new contract at least sixty (60) days prior to July 31, 1999.

2.

The ambulance units and all equipment necessary for the legal operation thereof shall be located at the Clinch Memorial Hospital. The primary emergency medical service units shall be located at the hospital.

3.

The AUTHORITY shall provide the properly certified personnel necessary and required to operate the ambulance units located at the hospital on a twenty-four (24) hour basis. The AUTHORITY shall maintain workers' compensation insurance on all employees who operate the ambulance units.

4.

The AUTHORITY shall have complete control over the operation of the EMS and over all personnel, including an EMS Director, insofar as the ambulance units located at the hospital are concerned. The AUTHORITY shall not have any duties or obligations in regard to any ambulance units located at places other than Clinch Memorial Hospital.

5.

The fees for in county and out of county transport by the ambulance units shall be fixed by the AUTHORITY. The AUTHORITY shall be entitled to all fees collected.

The AUTHORITY shall insure that the EMS and ambulance operation is in compliance with state and federal law in regard to the operation of the ambulances, personnel, and equipment. If the operation is not in compliance in regard to the duties not placed upon the AUTHORITY by this agreement, the AUTHORITY will immediately notify the COUNTY orally and by certified letter. The COUNTY will be responsible for immediately remedying the noncompliance.

7.

The COUNTY shall, upon recommendation of the AUTHORITY, replace ambulance units as needed. The COUNTY shall provide the gasoline or other fuel required to operate the ambulance units. The COUNTY shall further maintain and provide liability insurance coverage on the ambulance, operations, and operators thereof which said insurance shall include the AUTHORITY as insured. The COUNTY shall be responsible for all repairs and maintenance on the ambulance units. The COUNTY shall also be responsible for purchase of necessary equipment.

8.

The AUTHORITY shall perform and be responsible for all administrative duties and shall keep all records required by state and federal law in connection with the EMS operated at the hospital.

6.

9.

The COUNTY shall pay the AUTHORITY the sum of ten

thousand dollars (\$10,000.00) per month for expense incurred in carrying out the duties assumed by the AUTHORITY in this agreement.

10.

The AUTHORITY does not assume any duties or obligations of the COUNTY in connection with the EMS other than those expressly set forth herein.

11.

The COUNTY shall be responsible and liable for any and all lawsuits, damages, and injuries arising from the operation and administration of the EMS and/or ambulance units. Should the AUTHORITY be sued, held liable for any lawsuit or claims for personal injury or property damage arising from the operation and administration of the EMS and/or ambulance units, the COUNTY shall indemnify, be responsible for, and hold the AUTHORITY and its members, harmless from such damage, cost or expense.

This 13 day of July, 1998.

CLINCH COUNTY BOARD OF COMMISSIONERS (COUNTY) BY: CHAIRMAN SECRETA

CLINCH COUNTY HOSPITAL (AUTHORITY) AUTHORITY BY: HATRMAN

ATTEST: (

CHE/emergend.agr

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

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INSPECTION SERVICE	CLINCH CO. AND SO.EA. GA. RDC	4-1-99	3-30-2000
INSPECTION SERVICE	CITY OF HOMERVILLE SOEA.GA.RDC	4-1-99	3-30-2000

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:
 John W. Strickland

 Phone number:
 912-487-2667

 Date completed:
 5-10-99

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:

BUILDING INSPECTOR

Clinch County contracts building code enforcement with Southeast Georgia RDC for all areas of the county except the City of Homerville. The City of Homerville contracts code enforcement with the RDC for the city only. These contracts are paid out of General Funds of each Government from fees collected for the service.

There is no overlap of these services, therefore, we recommend continuing as is.

SOUTHEAST GEORGIA REGIONAL DEVELOPMENT CENTER INSPECTION

SERVICES CONTRACT

This CONTRACT, made and entered into on April 1, 1999, in Ware County, Georgia between the Southeast Georgia Regional Development Center, hereinafter referred to as the RDC and City of Homerville, hereby referred to as the City, witnesseth:

Whereas, the RDC provides building inspection services on demand for the region that it is required to serve; and

Whereas, the City desires to engage the RDC to provide information and building inspection services for the

NOW THEREFORE, it is mutually agreed as follows:

I. <u>Performance of Service</u>. The RDC hereby agrees to provide the aforementioned services for the City and the City hereby agrees to reimburse the RDC for staff time at a rate to be determined below.

II. <u>Service Area.</u> The RDC shall perform all of the necessary services provided under the Contract within the political jurisdiction of the

III. <u>Scope of Services.</u> The RDC shall perform in a satisfactory manner as determined by the City the activities which are appropriate and pertinent to building inspection as set forth by the State of Georgia and local ordinance. Services will be rendered within two (2) business days of the request being logged by the RDC notwithstanding scheduling changes to accommodate sick and annual leave for the inspector. Request must be made in writing via mail or facsimile.

IV. <u>Contract Period</u>. The services under this contract shall begin on April 1, 1999 and end March 31, 2000. This contract may be negotiated each fiscal year, unless the funds are no longer available.

V. <u>Evaluation of Services.</u> Services provided under this Contract will be evaluated routinely. Evaluation may consist of, but not be limited to, reviewing reports, discussions with local elected officials and managers and RDC staff.

VI. <u>Compensation</u>. Total compensation to the RDC for satisfactory delivery of services shall be \$<u>30.00hr</u>. and \$.25/mile for the contract period. The RDC shall be compensated in monthly payments.

VII. <u>Method of Payment</u>. The RDC shall submit an invoice each month that services are rendered within 30 days of the end of the period of performance. A Report of Activities shall be submitted with the invoice.

VIII. <u>Reports.</u> The RDC shall provide to the City as necessary periodic and special reports that may be required by the aforementioned agencies.

IX. <u>Records.</u> The RDC shall maintain on a current basis and retain for a period of at least three years all records pertinent to this Contract. In the event of litigation or audit involving any of the aforementioned records, the RDC shall maintain the records in question until the litigation is finally resolved. All records shall be made available to the City upon request.

X. <u>Administrative Support</u>. The RDC will provide the City with postage stamps and use of the copying machine up to \$100.00 total in a fiscal year. Any cost incurred over and above \$100.00 for postage and copies will be reimbursable to the RDC by the City. The City is responsible for other administrative costs.

XI. <u>Indemnification/Hold Harmless</u>. The City agrees to indemnify and hold harmless the RDC with regard to accidents and incidents in which the City is involved, except those which occur on the RDC premises.

XII. <u>Independent Contractor</u>. No provision of this Contract, act of the RDC in the delivery of services under this Contract, or act of the City shall be construed as making the RDC the agent, servant, or employee of the City.

XIII. <u>Termination of contract</u>. This Contract may be terminated at will by the RDC or the City given 30 days notice in writing.

XIV. <u>Changes</u>. The RDC or the City may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase of decrease in the amount of the RDC's compensation and/or time limitations, which are mutually agreed upon between the RDC and the City shall be incorporated in written amendments to the Contract.

IN WITNESS THEREOF, the RDC and the City agree to the terms and conditions of Contract as set forth above fixing their signatures hereto.

CITY MANAGER

anda Alexr

RDC

Executive Director

Executive Director

Witness

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			cluding all cities and y or organization pro	viding the service.)	by a single service provider. (If this box OF HOMERVILLE
			porated portion of the ation providing the s	county by a single service	vice provider. (If this box is checked,
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					nd the county will provide the service in ganization providing the service.)
Other. (If the government	nis box is check t, authority, or e	ed, attach a legib other organization	le map delineating that will provide ser	the service area of eac vice within each service	h service provider, and identify the e area.)
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f these condition	ns will be elimin	nated under the str	ategy, attach an imp the agreed upon dea	blementation schedule dline for completing it.	listing each step or action that will be
3. List each gov funds, user fees,	general funds,	special service dis	to pay for this servi trict revenues, hotel/	ce and indicate how the motel taxes, franchise t	e service will be funded (e.g., enterprise axes, impact fees, bonded indebtedness, e
ocal Government o		unding Method:			
ITY OF HO	and the second se		RAL FUND		
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5. List any form Agreement Name:	al service delive	ery agreements or	intergovernmental co Contracting Parties:	ontracts that will be use	d to implement the strategy for this servic Effective and Ending Dates:

NONE

7. Person completing form: _____ John W. Strickland

Phone number: _____912-487-2667 _____ Date completed: _____5-10-99

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? A yes no If not, provide designated contact person(s) and phone number(s) below:

CEMETARY

The City of Homerville ownes and maintains the cemetary for all Clinch County resident desiring to purchase burial lots.

The cost of maintaining the cemetary is charged the City of Homerville General Fund.

Clinch County assist the City of Homerville in maintenance with inkind service, such as heavy equippment use. There is no overlap of service, therefore this service has worked well.

We agree to continue this service as is.

AND I	Instructions:			VERY ARRANGEMENTS	PAGE 2
	Answer each question	form and complete on below, attaching addition the Department of Comm	onal pages as necessary. I	on page 1, Section III. Use exactly the contact person for this service (li	y the same service names listed on page isted at the bottom of the page) changes, th
ounty:	CLINCH COUN	NTY	Service:	D.A.R.E.	
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ocal Governme	ent or Authority: F	unding Method:			
CLINCH	COUNTY	GRANT			
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7. Person co	ompleting form:	John W. S	trickland		
	per:	7-2667	Date completed:	5-10-99	
				valuating whether proposed lo	ocal government projects
are consister	nt with the service of ide designated conta	delivery strategy?	🛛 yes 🗌 no		

SERVICE DELIVERY STR	ATEGY
SUMMARY OF SERVICE DELIVERY A	RRANGEMENT

			SUMMAI	RY OF SER	VICE DEL	IVERY ARRAN	GEMENTS	PAGE 2
	Answer eac	es of this f	below, attaching		s as necessary.			same service names listed on page 1. at the bottom of the page) changes, this
county:	CLINCH	COUNT	ſY		Service:	EMERGENCY	MMANAGEM	ENT
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ocal Governn	nent or Author	nity: Fu	unding Method:	:				ter to a contra to many and
CLINCH	COUNTY	Z	GEN	IERAL FU	ND			
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NC	NE							
7. Person of Phone Fund	ber: _912	torm:2-487-	-2667	N. Stric Dat	KLand	5-10-99		
8. Is this th	ne person w	ho should	d be contacted	d by state age	encies when e			government projects
are consiste	ent with the vide designation	service d	lelivery strate	egy? ves	no			

SERVICE DELIVERY STRATEGY MADY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

10/ ALA	SUMMART OF BERVICE DELIVERT MARANCEMENTS
	Instructions: Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.
County:	CLINCH COUNTY Service: FIRE DEPARTMENT
I. Check the	box that best describes the agreed upon delivery arrangement for this service:
Service	will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box ked, identify the government, authority or organization providing the service.)
Service	will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, the government, authority or organization providing the service.)
One or uninco	more cities will provide this service only within their incorporated boundaries, and the service will not be provided in provided areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
□ One or uninco	more cities will provide this service only within their incorporated boundaries, and the county will provide the service in rporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Other. govern	SEE ATTACHMENT ARGYLE DOES NOT HAVE A FIRE STATION. COUNTY COVERS THIS AREA. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the ment, authority, or other organization that will provide service within each service area.)
yes	
higher levels or competiti	litions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but s of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas on cannot be eliminated).
If these cond taken to elin	litions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be ninate them, the responsible party and the agreed upon deadline for completing it.

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.)

cal Government or Authority: Fundi	ng Method:
CLINCH COUNTY	GENERAL FUND
CITY OF HOMERVILLE	GENERAL FUND
CITY OF FARGO	GENERAL FUND
CITY OF DUPONT	GENERAL FUND
CITY OF ARGYLE	CLINCH 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: Effective and Ending Dates: Contracting Parties: Agreement Name:

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and the second sec

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

Phone number:

7. Person completing form: John 912-487-2667 John W. Strickland

Date completed: 5-10-99

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? ky yes no

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

FIRE DEPARTMENT

Clinch County and the City of Homerville opperate the Homerville/ Clinch County Fire Department. The cost is shared 50/50. We do not see that there is any overlap of this service.

This service has worked well in the past. We reccomend continuing as is.

The Cities of Dupont and Fargo have fire departments also. These are funded by Clinch County general funds. We see no overlap of these services, therefore we recommend continuing as is.

t

	Instructions:			ERY ARRANGEMENTS	PAGE
	Answer each question		ditional pages as necessary. If the		the same service names listed on pag ted at the bottom of the page) changes,
ounty:	CLINCH CO	UNTY	Service:	HOSPITAL	
. Check the	box that best desc	ribes the agreed u	pon delivery arrangement	for this service:	
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funds, user	fees, general fund:	s, special service d	listrict revenues, hotel/mo	tel taxes, franchise taxes, imp	pact fees, bonded indebtedness
ocal Governm	ent or Authority:	Funding Method:			
Hospita	al Authorit	y Ad	Valorem Taxes	and User Fees	
4 How will	the strategy chan	ge the previous ar	rangements for providing	and/or funding this service w	vithin the county?
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	NO CHANGE				
r	O CHANGE				
		very agreements of		racts that will be used to impl	lement the strategy for this serv
Agreement Na	ame:		Contracting Parties:		Effective and Ending Dates:
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6. What oth	ner mechanisms (i	f any) will be used	to implement the strateg	y for this service (e.g., ordina	nces, resolutions, local acts of
General As:	sembly, rate or fee	changes, etc.), an	d when will they take eff	ect?	
1	NONE				
7. Person c	completing form: 912-4	Joh: 87-2667	n W. Strickland	5-10-99	
Phone num	Dei		Date completed:		1
8. Is this th	e person who sho	uld be contacted b e delivery strategy	y state agencies when eva ? 🕅 yes 🗌 no	luating whether proposed loo	ar government projects
	ALL TRALLI LINE SULVIC	- aviitvij sumogy			

STATE OF GEORGIA, COUNTY OF CLINCH.

CONTRACT FOR MEDICAL SERVICES

For and in consideration of the benefits flowing to each, the CLINCH COUNTY HOSPITAL AUTHORITY, hereinafter known as AUTHORITY, and CLINCH COUNTY BOARD OF COMMISSIONERS, hereinafter known as COUNTY, pursuant to O.C.G.A. 31-7-84 and O.C.G.A. 31-7-85, do hereby agree and contract as follows:

1.

The AUTHORITY shall provide medical care and hospitalization services for the indigent sick of Clinch County, as well as others entitled to the use and services of the facilities of the AUTHORITY.

2.

The medical services mentioned in paragraph one above shall primarily be provided at the Clinch Memorial Hospital, but may be provided elsewhere as needed and necessary.

3.

The AUTHORITY agrees to maintain all of its facilities in accordance with generally accepted standards and, will accept for examination, emergency treatment, and care all patients who apply for such services and who are proper subjects for same, and it will at all times have available, adequate and necessary facilities to provide medical, hospital, and nursing care for the indigent sick of said county requiring such care.

4.

The AUTHORITY agrees to maintain or cause to be maintained complete and adequate records, not only concerning the medical, hospital, and nursing care of patients, but also of administrative, clerical, and financial affairs of the AUTHORITY.

5.

The COUNTY, in exchange for the benefits and services provided to the residents of the County, shall pay the AUTHORITY an amount equal to four (4) tax mills annually. This amount is based on the anticipated costs to the AUTHORITY to provide medical care and hospital services for the indigent sick as well as to make the facilities of the AUTHORITY available to all residents of the County. The amount shall be paid out of general tax revenues.

6.

This contract shall expire on July 31, 1999.

7.

This contract may not be modified except upon written agreement entered into by both parties.

8.

If any provision of this contract should be held invalid for any reason, such invalidity shall in no wise affect the remaining provisions hereof, and they shall remain in full force and effect.

1

so AGREED, this 13 day of July 1998.

CLINCH COUNTY BOARD OF COMMISSIONERS (COUNTY) BY: Yohn CHAIRMAN ATTEST :(200 SECRETARY

CLINCH COUNTY HOSPITAL AUTHORITY (AUTHORITY) BY:

CHAIRMAN

ATTEST: Deresa Hendrip SECRETARY

CMB \county.con

		SUMMA	RY OF SERV	ICE DELIV	ERY ARRANGEME	NTS	PAGE 2
U	Instructions: Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.						
County:	CLINCH CO	UNTY		Service:	INDUSTRIAL	AUTHORITY	
1. Check the	box that best desc		d upon deliver	y arrangemen	t for this service:		
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	e will be provided the government,					e provider. (If this box i	s checked,
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2. In develo		were overlappi	ing service area	as, unnecessar	y competition and/or du	uplication of this service	identified?
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		0	he strategy, att	ach an imple	mentation schedule lis	sting each step or action	that will be
					ne for completing it.		
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funds, user	fees, general fund	s, special servic	ce district rever	nues, hotel/mo	otel taxes, franchise taxe	es, impact fees, bonded i	indebtedness, etc.
Local Governm	ent or Authority:	Funding Method	:			and the second second	
CLINCH (COUNTY						
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		-					
4 11 11		a the maniput	amon appropto	for providing	and/or funding this ser	vice within the county?	
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C 1	annal annias dali		te or intergove	remental cont	racts that will be used to	o implement the strategy	for this service.
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6. What oth General Ass	er mechanisms (i sembly, rate or fee	f any) will be u changes, etc.),	sed to impleme , and when will	ent the strateg	y for this service (e.g., o ect?	ordinances, resolutions, l	local acts of the
NO	NE						

John W. Strickland 7. Person completing form: John 912-487-2667

Phone number:

OF GT

5-10-99 Date completed: _

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? \Box yes \Box no If not, provide designated contact person(s) and phone number(s) below:

INDUSTRIAL AUTHORITY

The Clinch County Industrial DevelopmenttAuthority serves all of Clinch County. The Authority has taxing powers to generale revenues for operating expenses and development.

There is no overlap of services, therefore all agree to continue as is.

SERVICE DEL	IVERY STRATEGY
SUMMARY OF SERVICE	DELIVERY ARRANGEMENTS

. Check the	Instructions: Make copies of this form and complete one for each service listed on page 1, Section Answer each question below, attaching additional pages as necessary. If the contact person for should be reported to the Department of Community Affairs. CLINCH COUNTY Service: JAIL	III. Use exactly the same service names listed on page 1. or this service (listed at the bottom of the page) changes, this
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K Service		
	e box that best describes the agreed upon delivery arrangement for this service	e:
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	. (If this box is checked, attach a legible map delineating the service area on nment, authority, or other organization that will provide service within each s	
. In develop	oping the strategy, were overlapping service areas, unnecessary competition a 杯 no	and/or duplication of this service identified?
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3. List each funds, user f	n government or authority that will help to pay for this service and indicate he fees, general funds, special service district revenues, hotel/motel taxes, franc	by the service will be funded (e.g., enterprise thise taxes, impact fees, bonded indebtedness, etc.
	ment or Authority: Funding Method:	
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CITY OF	OF HOMERVILLE GENERAL FUNDS	
NO CH	Il the strategy change the previous arrangements for providing and/or funding CHANGE formal service delivery agreements or intergovernmental contracts that will b lame: Contracting Parties:	
ITY ANI	ID COUNTY JAIL AGREEMENT HOMERVILLE AND CLI	INCH COUNTY 3-15-90
6. What oth General Ass	ther mechanisms (if any) will be used to implement the strategy for this servic ssembly, rate or fee changes, etc.), and when will they take effect?	ce (e.g., ordinances, resolutions, local acts of the
N	IONE	
	completing form: John W. Strickland ober: 912-487-2667 Date completed: 5-10-99	
Phone numl	Date completed.	

CITY AND COUNTY JAIL AGREEMENT

STATE OF GEORGIA CLINCH COUNTY

This agreement made and entered into this the <u>15</u> day of <u>MARCH</u>, 1990 between the CITY OF HOMERVILLE, a municipal corporation chartered under the laws of this State and the Clinch County Board of Commissioners, a political subdivision of the State of Georgia;

Whereas O.C.G.A. § 15-21-92 allows a county's governing authority and a municipality to enter into an agreement with regard to joint jail facilities, and;

Whereas, it is in the best interest of Clinch County and the City of Homerville, Georgia to enter into an agreement for joint jail facilities;

Therefore be it resolved, that in consideration of the mutual benefits flowing from one party to the other, the county and municipal agree to the following:

l. The County will make its correctional facilities available to the municipality for housing of its prisoners.

2.

The following is a list of the terms under which the City and County jail will be operated insofar as expense is concerned.

- A) The City will pay one-half of the electric bill, for the jail and dispatchers office only.
- B) The City will pay its own phone bills for numbers 487-5305 and 487-5306.

- C) The City will pay the cost of the Service Contract on the City T.C. and will furnish supplies.
- D) The City will furnish it's own supplies for city prisoners such as linens, towels, tissue, soap and blankets.
- E) The City will pay one-half of the Dispatchers salary.
- F) The City will pay one-half of the cost of office supplies for the jail and dispatchers.
- G) The City will be responsible for any damage done by city prisoners to property of the County or City only while confined in the City-County Jail and shall be responsible for any required medical bills of city prisoners. The County will, likewise, be responsible for county prisoners.
- H) The City will furnish I.B.M. Select-ric III Typewriter Serial #6700-110032.
- The City will furnish the Fire Department Motorolo Radio Serial #LA845 W.
- J) The City will pay one-half of the cost of Training for dispatchers to be certified jailers when required.

3.

The Dispatchers will remain under the Authority of the City for Hiring, Firing, and Training.

4.

Attendance records, vacation, sick time, compensation time and personal matters will continue to be the responsibility of the Chief of Police, Donald Lee.

5.

The City will not pay for any expenses incurred for the moving of any equipment, phone lines and etc.

6.

The County agrees to have a person in the County office during the hours of 12:00 to 1:00 o'clock p.m. to monitor phones, T.C. and alarm systems during the normal work day.

7.

The County will have a person on duty as Dispatcher on days such as Election Days and days that are not City Holidays. In the absence of a dispatcher for sick time or vacations, the City agrees to alternate shifts with the County to cover these shifts. The City agrees to cover the first day and the County will cover the second day.

9.

TERMINATION: Municipality may terminate this agreement upon county's failure to accept municipality prisoners in accordance with the terms of this agreement. The County may terminate this agreement and refuse to accept municipal prisoners if municipality fails to remit all monies due in a timely manner. A party wishing to terminate this paragraph shall give the other party notification in writing by certified mail of such termination within sixty (60) days prior to the County's next fiscal year. The notice shall be mailed, return receipt re , to the chairman of the Clinch County Board of Commissioners in the case of th County and to the Mayor of Clinch County, in case of municipality.

IN WITNESS WHEREOF, the County and the municipality have caused this agreement to be duly enacted by their proper officers and so attest with their seals.

TRUMAN LEE, Chief of Sheriff WINSTON PETERSON,

GEORGE ALLEN SÍRMANS, Chairman of Commissioners

WILLIAM FORBES, Mayor City of Homerville

ATTEST:

ATTEST

SUM	MARY OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
Instructions: Make copies of this form and Answer each question below, atta should be reported to the Departm	complete one for each service listed on page 1, Section III. Use exactly aching additional pages as necessary. If the contact person for this service (li ment of Community Affairs.	y the same service names listed on page 1. sted at the bottom of the page) changes, this
County: CLINCH COUNTY	Service: LAW ENFORCEMENT	
1. Check the box that best describes the a	agreed upon delivery arrangement for this service:	
	de (i.e., including all cities and unincorporated areas) by a sing at, authority or organization providing the service.)	gle service provider. (If this box
	e unincorporated portion of the county by a single service pro or organization providing the service.)	vider. (If this box is checked,
	s service only within their incorporated boundaries, and the se s checked, identify the government(s), authority or organizatio	
	s service only within their incorporated boundaries, and the cost s checked, identify the government(s), authority or organization	
	ch a legible map delineating the service area of each servic ganization that will provide service within each service area.)	e provider, and identify the
 In developing the strategy, were overl yes x no 	lapping service areas, unnecessary competition and/or duplica	tion of this service identified?
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funds, user fees, general funds, special s	service district revenues, hotel/motel taxes, franchise taxes, im	pact fees, bonded indebtedness, etc.
Local Government or Authority: Funding Ma	lethod:	
CLINCH COUNTY GE	NERAL FUNDS AND FINES	
	NERAL FUNDS AND FINES	
4. How will the strategy change the prev	vious arrangements for providing and/or funding this service	within the county?
NO CHANCE		
NO CHANGE 5. List any formal service delivery agree Agreement Name:	ements or intergovernmental contracts that will be used to imp Contracting Parties:	element the strategy for this service: Effective and Ending Dates:
5. List any formal service delivery agree Agreement Name:	Contracting Parties:	element the strategy for this service: Effective and Ending Dates:
5. List any formal service delivery agree Agreement Name: LAW ENFORCEMENT CONTRA City of Argyle	Contracting Parties: ACT Clinch County and Argyle	Effective and Ending Dates:
5. List any formal service delivery agree Agreement Name: LAW ENFORCEMENT CONTRA	Contracting Parties:	Effective and Ending Dates:

NONE

John W. Strickland 7. Person completing form: John 912-487-2667 5-10-99 Date completed:

Phone number:

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? $\boxed{}$ yes $\boxed{}$ no If not, provide designated contact person(s) and phone number(s) below:

LAW ENFORCEMENT

Clinch County provides Law Enforcement coverage for all of the county. The City of Homerville provides police coverage for the incor. area of Homerville. This coverage is a higher lever of service. The County deputies patrol the unincor. areas and the city police cover the incorp. area of Homerville. The Clinch County Sheriff Department has an agreement with the Cities of Argyle, Dupont and Fargo for their Law Enforcement.

There is no overlap of services, therefore we agree to continue as is.
Georgia, Clinch County

Law Enforcement Contract

WHEREAS, the Sheriff of Clinch County is authorized pursuant to OCGA 15-16-13 to contract with the governing body of any Municipal Corporation located within Clinch County Georgia, with the written consent of the Governing Authority of the County, for the purpose of providing law enforcement services to the Municipal Corporation,;

WHEREAS, the Clinch County Board of Commissioners, the Governing Authority of Clinch County Georgia, having consented to this contract,;

WHEREAS, the Governing Body of the city of Dupont, Georgia, having agreed to this contract and same having been approved by the Mayor and City Council of Dupont, Georgia;

NOW, THEREFORE; it is agreed between the Sheriff of Clinch County Georgia and the City of Dupont, Georgia:

1. The Sheriff of Clinch County Georgia shall provide Law Enforcement services for the City of Dupont, Georgia including all police functions allowed by law, and the exercise of police power and police service on behalf of the City of Dupont, Georgia. Pursuant to OCGA 15-16-13, the Sheriff of Clinch County Georgia and his deputies may exercise the same powers as possessed by the City of Dupont, Georgia with respect to police services and all powers necessary or incidental thereto.

2. The Sheriff of Clinch County Georgia and his Deputies shall have the same duties, powers, and arrest authority within the city of Dupont, Georgia as such officers have in unincorporated areas of Clinch County. The duties, powers, and arrest authority of the Sheriff of Clinch County Georgia and his Deputies shall not be limited, impaired, or affected in anyway because of this agreement to provide Law Enforcement services to the City of Dupont, Georgia. This contract shall not be construed so as limit, affect, diminish, or impair the rights, powers, or duties of the Sheriff of Clinch County Georgia, his deputies, or of the police powers of the City of Dupont, Georgia.

3. In exchange for the provision of such Law enforcement services, the City of Dupont, Georgia shall pay to the Clinch County Board of Commissioners the sum of \$50 per month. If the cost of providing such services exceeds the sum of Fifty-dollars per month, the Sheriff of Clinch County shall notify the City of Dupont, Georgia in writing and shall set forth the actual cost of providing such services. If the parties agree that the figure provided is the cost of providing such services, then the \$50 per month figure shall change to whatever the monthly cost is. If the parties do not so agree, then the monthly figure shall remain the same. 4. Cost paid by the city of Dupont, Georgia to the Clinch County Board of Commissioners shall be used for cost incurred by the Sheriff in providing these contract services, including, but not limited to, the compensation of deputy sheriffs and other personnel, the cost of funding retirement benefits, insurance, worker's compensation, and other fringe benefits for deputies and personnel, the cost of training deputies and other personnel, and the cost of equipment, materials, supplies, and utilities to the extent that such equipment, material, supplies, and utilities are not furnished by the contracting Municipal Corporation.

5. If the parties agree, the Sheriff of Clinch County Georgia is authorized to employ such additional deputies and personnel as the parties may agree upon in writing and purchase such automobiles, equipment, materials, supplies, and utilities as the parties may agree upon in writing, the compensation, benefits, expenses and cost which shall paid and funded by the Clinch County Board of Commissioners in an amount or amounts not exceeding the contract payments made by the city of Dupont, Georgia and to the general fund of the County.

6. This agreement shall be in force for a period of one year from this date. This <u>6</u> day of February, 1994.

Clinch County Georgia Sheriff,

Clinch County Board of Commissioners By: (Ohn Chairman Commissioner ommi sioner Commissione Commissioner

City of Dupont, Georgia Ву en Mayor Awls Council Member Council Member Legister.

Quncil Member movene tendusor 0 Council Member

Georgia, Clinch County

Law Enforcement Contract

WHEREAS, the Sheriff of Clinch County is authorized pursuant to OCGA 15-16-13 to contract with the governing body of any Municipal Corporation located within Clinch County Georgia, with the written consent of the Governing Authority of the County, for the purpose of providing law enforcement services to the Municipal Corporation,;

WHEREAS, the Clinch County Board of Commissioners, the Governing Authority of Clinch County Georgia, having consented to this contract,;

WHEREAS, the Governing Body of the city of Fargo, Georgia, having agreed to this contract and same having been approved by the Mayor and City Council of Fargo, Georgia;

NOW, THEREFORE; it is agreed between the Sheriff of Clinch County Georgia and the City of Fargo, Georgia:

1. The Sheriff of Clinch County Georgia shall provide Law Enforcement services for the City of Fargo, Georgia including all police functions allowed by law, and the exercise of police power and police service on behalf of the City of Fargo, Georgia.

Pursuant to OCGA 15-16-13, the Sheriff of Clinch County Georgia and his deputies may exercise the same powers as possessed by the City of Fargo, Georgia with respect to police services and all powers necessary or incidental thereto.

2. The Sheriff of Clinch County Georgia and his Deputies shall have the same duties, powers, and arrest authority within the city of Fargo, Georgia as such officers have in unincorporated areas of Clinch County. The duties, powers, and arrest authority of the Sheriff of Clinch County Georgia and his Deputies shall not be limited, impaired, or affected in anyway because of this agreement to provide Law Enforcement services to the City of Fargo, Georgia. This contract shall not be construed so as limit, affect, diminish, or impair the rights, powers, or duties of the Sheriff of Clinch County Georgia, his deputies, or of the police powers of the City of Fargo, Georgia.

3. In exchange for the provision of such Law enforcement services, the City of Fargo, Georgia shall pay to the Clinch County Board of Commissioners the sum of \$50 per month. If the cost of providing such services exceeds the sum of Fifty-dollars per month, the Sheriff of Clinch County shall notify the City of Fargo, Georgia in writing and shall set forth the actual cost of providing such services. If the parties agree that the figure provided is the cost of providing such services, then the \$50 per month figure shall change to whatever the monthly cost is. If the parties do not so agree, then the monthly figure shall remain the same. 4. Cost paid by the city of Fargo, Georgia to the Clinch County Board of Commissioners shall be used for cost incurred by the Sheriff in providing these contract services, including, but not limited to, the compensation of deputy sheriffs and other personnel, the cost of funding retirement benefits, insurance, worker's compensation, and other fringe benefits for deputies and personnel, the cost of training deputies and other personnel, and the cost of equipment, materials, supplies, and utilities to the extent that such equipment, material, supplies, and utilities are not furnished by the contracting Municipal Corporation.

5. If the parties agree, the Sheriff of Clinch County Georgia is authorized to employ such additional deputies and personnel as the parties may agree upon in writing and purchase such automobiles, equipment, materials, supplies, and utilities as the parties may agree upon in writing, the compensation, benefits, expenses and cost which shall paid and funded by the Clinch County Board of Commissioners in an amount or amounts not exceeding the contract payments made by the city of Fargo, Georgia and to the general fund of the County.

6. This agreement shall be in force for a period of one year from this date. This <u>6</u> day of February, 1994.

Sheriff, Clinch County Georgia

Clinch County Board of Commissioners By: onn nairman

Commissioner

Commissioner

Commissione missioner

City of Fargo, Georgia By: Datric C ettmerer) -2 Mayor Welliam Council Member Houling 12h on Council Member Council Member Council Member lamits

Georgia, Clinch County

Law Enforcement Contract

WHEREAS, the Sheriff of Clinch County is authorized pursuant to OCGA 15-16-13 to contract with the governing body of any Municipal Corporation located within Clinch County Georgia, with the written consent of the Governing Authority of the County, for the purpose of providing law enforcement services to the Municipal Corporation,;

WHEREAS, the Clinch County Board of Commissioners, the Governing Authority of Clinch County Georgia, having consented to this contract,;

WHEREAS, the Governing Body of the city of Argyle, Georgia, having agreed to this contract and same having been approved by the Mayor and City Council of Argyle, Georgia;

NOW, THEREFORE; it is agreed between the Sheriff of Clinch County Georgia and the City of Argyle, Georgia:

1. The Sheriff of Clinch County Georgia shall provide Law Enforcement services for the City of Argyle, Georgia including all police functions allowed by law, and the exercise of police power and police service on behalf of the City of Argyle, Georgia. Pursuant to OCGA 15-16-13, the Sheriff of Clinch County Georgia and his deputies may exercise the same powers as possessed by the City of Argyle, Georgia with respect to police services and all powers necessary or incidental thereto.

2. The Sheriff of Clinch County Georgia and his Deputies shall have the same duties, powers, and arrest authority within the city of Argyle, Georgia as such officers have in unincorporated areas of Clinch County. The duties, powers, and arrest authority of the Sheriff of Clinch County Georgia and his Deputies shall not be limited, impaired, or affected in anyway because of this agreement to provide Law Enforcement services to the City of Argyle, Georgia. This contract shall not be construed so as limit, affect, diminish, or impair the rights, powers, or duties of the Sheriff of Clinch County Georgia, his deputies, or of the police powers of the City of Argyle, Georgia.

3. In exchange for the provision of such Law enforcement services, the City of Argyle, Georgia shall pay to the Clinch County Board of Commissioners the sum of \$50 per month. If the cost of providing such services exceeds the sum of Fifty-dollars per month, the Sheriff of Clinch County shall notify the City of Argyle, Georgia in writing and shall set forth the actual cost of providing such services. If the parties agree that the figure provided is the cost of providing such services, then the \$50 per month figure shall change to whatever the monthly cost is. If the parties do not so agree, then the monthly figure shall remain the same. 4. Cost paid by the city of Argyle, Georgia to the Clinch County Board of Commissioners shall be used for cost incurred by the Sheriff in providing these contract services, including, but not limited to, the compensation of deputy sheriffs and other personnel, the cost of funding retirement benefits, insurance, worker's compensation, and other fringe benefits for deputies and personnel, the cost of training deputies and other personnel, and the cost of equipment, materials, supplies, and utilities to the extent that such equipment, material, supplies, and utilities are not furnished by the contracting Municipal Corporation.

5. If the parties agree, the Sheriff of Clinch County Georgia is authorized to employ such additional deputies and personnel as the parties may agree upon in writing and purchase such automobiles, equipment, materials, supplies, and utilities as the parties may agree upon in writing, the compensation, benefits, expenses and cost which shall paid and funded by the Clinch County Board of Commissioners in an amount or amounts not exceeding the contract payments made by the city of Argyle, Georgia and to the general fund of the County.

6. This agreement shall be in force for a period of one year from this date. This <u>6</u> day of February, 1994.

Sheriff, Clinch County Georgia

Clingh County Board of Commissioners onn Chairman Commissioner Commi Commissione Commissioner

City of Argyle, Georgia By: Mayor Council Member sis Evens Council Member 2) T Dinuth Council Member

		SE	RVICE DELIVERY	STRATEGY	
(A		SUMMARY	OF SERVICE DELIVER	RY ARRANGEMENTS	PAGE 2
	Answer each quest		itional pages as necessary. If the c	age 1, Section III. Use exactly the same servi contact person for this service (listed at the botton	
County:	CLINCH CO	UNTY	Service:	LIBRARY	
1. Check the	box that best des	cribes the agreed up	pon delivery arrangement fo	or this service:	
			ncluding all cities and uning ity or organization providin	corporated areas) by a single service pr g the service.)	ovider. (If this box
			rporated portion of the cour ization providing the servic	ty by a single service provider. (If this e.)	box is checked,
And a second sec				ted boundaries, and the service will no s), authority or organization providing	
the second second second second			and the stand of the second standard standard standard standard standard standard standard standard standard st	ted boundaries, and the county will pros s), authority or organization providing	
		or other organizatio	ble map delineating the se n that will provide service v	rvice area of each service provider, within each service area.)	and identify the
2. In develo		were overlapping	service areas, unnecessary c	ompetition and/or duplication of this s	ervice identified?
higher levels	itions will contin of service (See (on cannot be elim	D.C.G.A. 36-70-24	gy, attach an explanation (1)), overriding benefits of t	for continuing the arrangement (i.e. he duplication, or reasons that overlap	, overlapping but ping service areas
If these cond taken to elim	itions will be elin inate them, the r	minated under the s esponsible party an	trategy, attach an impleme d the agreed upon deadline	ntation schedule listing each step or a for completing it.	ction that will be
funds, user f	ees, general fund	ls, special service d	lp to pay for this service and istrict revenues, hotel/motel	d indicate how the service will be fund taxes, franchise taxes, impact fees, bo	ed (e.g., enterprise nded indebtedness, etc.)
Local Governm	ent or Authority:	Funding Method:			
CLINCH CITY OF		GENERAL LE GENERAL			
CLINCH		CENEDAL			
4. How will	the strategy char	nge the previous arr	angements for providing an	d/or funding this service within the co	unty?
NO C	HANGE				

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Contracting Parties: Effective and Ending Dates:

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

NONE

7. Person completing form: ______John W. Strickland Phone number: ______912-487-2667 _____Date completed: ______5-10-99

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:

LIBRARY

The City of Homerville ownes the Public Library. The City along with Clinch County and The Clinch County Board of Education share operating and maintenance expenses.

OF G		SE	ERVICE DELIVE	RY STRATI	EGY	
		SUMMARY	OF SERVICE DEL	IVERY ARRA	NGEMENTS	PAGE 2
	Answer each	of this form and complete	ditional pages as necessary.		on III. Use exactly the same ser for this service (listed at the bott	
ounty:	CLINCH	COUNTY	Service:	PARKS AN	ID RECREATION	
. Check the	box that best	describes the agreed u	ipon delivery arrangem	ent for this serv	ice:	
			including all cities and rity or organization pro		areas) by a single service p ce.)	provider. (If this box
			orporated portion of the nization providing the s		gle service provider. (If th	is box is checked,
					ries, and the service will n y or organization providing	
					ries, and the county will p y or organization providing	
	ment, author		gible map delineating on that will provide ser		of each service provider service area.)	, and identify the
In develo		egy, were overlapping	service areas, unneces	ary competition	and/or duplication of this	service identified?
f these cond higher levels	litions will co	See O.C.G.A. 36-70-24	egy, attach an explana (1)), overriding benefit	tion for continues of the duplication	uing the arrangement (i.e ion, or reasons that overlap	e., overlapping but pping service areas
			strategy, attach an imp nd the agreed upon dea		hedule listing each step or ting it.	action that will be
3. List each funds, user f	government fees, general	or authority that will h funds, special service	elp to pay for this servi district revenues, hotel/	ce and indicate l motel taxes, frar	now the service will be fun achise taxes, impact fees, b	ded (e.g., enterprise onded indebtedness, e
ocal Governm	ent or Authority	: Funding Method:				
CLINCH	COUNTY	GENERAL	FUNDS AND US	ER FEES		
CITY OF	HOMERV	ILLE GENERAL	FUNDS AND US	ER FEES		
4. How will	the strategy	change the previous ar	rangements for providi	ng and/or fundir	ng this service within the c	ounty?
) CHANGE					
NC						
NC				ntracts that will	be used to implement the	strategy for this servic
5. List any f		e delivery agreements o		indacts that will		
5. List any f		e delivery agreements o	or intergovernmental co Contracting Parties:			ve and Ending Dates:
5. List any f		e delivery agreements o				
5. List any f		e delivery agreements o				
5. List any f Agreement Na	me:		Contracting Parties:			ve and Ending Dates:

7. Person completing form: John Phone number: 912-487-2667 John W. Strickland Phone number:

_ Date completed: _

5-10-99

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? X yes \Box no

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

PARKS AND RECREATION

Clinch County and the City of Homerville operate the Homerville/ Clinch County Recreation park on a 50/50 basis. This park is for county wide use.

. . .

This service stragety works well and we see no overlap of service, therefore we reccomend continuing as is.

SERVICE DELIVERY STRATEGY

AT OF OTON			OF SERVICE DELI						PAGE 2
	Answer each	: of this form and complet question below, attaching ac orted to the Department of C	Iditional pages as neces	e liste sary.	d on page 1, 5 If the contact p	Section I erson for	II. Use exactly the this service (listed a	same service names lis at the bottom of the page	sted on page 1. e) changes, this
County:	CLINCH	COUNTY	Serv	ice:	ROADS	AND	STREETS		
1. Check the	box that bes	t describes the agreed	upon delivery arran	ngem	ent for this	service:			
		vided countywide (i.e., the government, author						ervice provider. (If	f this box
		vided only in the uninc nent, authority or orga				a single	service provide	r. (If this box is ch	ecked,
		will provide this servic as. (If this box is check							
unincor		will provide this servic ss. (If this box is check NT							
		s checked, attach a le g ity, or other organizati						rovider, and identi	fy the
2. In develop		tegy, were overlapping	service areas, unn	eces	sary compet	ition an	d/or duplication	of this service ide	ntified?
If these cond higher levels or competitio	of service (S	ontinue under the strate See O.C.G.A. 36-70-24 eliminated).	egy, attach an exp 4(1)), overriding be	olana nefi	tion for contract to the second secon	ntinuin lication	g the arrangen n, or reasons that	ient (i.e., overlapp t overlapping service	ing but ce areas
		e eliminated under the the responsible party a						step or action that	will be
3. List each f funds, user f Local Governme	ees, general	or authority that will h funds, special service y: Funding Method:	elp to pay for this district revenues, h	servi otel/	ce and indic motel taxes,	ate hov franch	v the service wil ise taxes, impac	l be funded (e.g., e t fees, bonded inde	nterprise btedness, etc.
CLINCH C	the second	GENERAL	FUNDS LAR	p	SPLOST				
CITY OF	HOMERV				011001				
CITY OF		LARP		_					
CITY OF CITY OF		LARP		_					
OTTI OF	THRUO	DAKI							
NO CH	HANGE ormal service	change the previous a e delivery agreements		al co					
6. What oth General Ass	er mechanis embly, rate o	ms (if any) will be use or fee changes, etc.), a	d to implement the nd when will they t	strat ake (egy for this effect?	service	(e.g., ordinance	s, resolutions, loca	I acts of the
NON	IE								
		rm: John W.	Strickland	E					
		12-487-2667			:)-99			
		o should be contacted l ervice delivery strategy			evaluating w	hether	proposed local	government project	IS

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

ROADS AND STREETS

Clinch County maintains all county roads and streets. The City of Homerville maintains all city streets in its incor. area with general funds and LARP. Argyle, Dupont and Fargo depend on county funds and LARP. Clinch County assists all cities with inkind services in maintaining roads and streets.

1 2 4 1

We see no overlap of services, therefore we agree to continue as is.

of cro		ERVICE DELIVERY STRATEGY y of Service Delivery Arrangements	PAGE 2
Instructions: Make copies of this f Answer each question should be reported to the	orm and complete	te one for each service listed on page 1, Section III. Use exactly the same se dditional pages as necessary. If the contact person for this service (listed at the bo	ervice names listed on page 1 atom of the page) changes, thi
unty: CLINCH COUN	ry	Service: SOLID WASTE	
	bes the agreed	upon delivery arrangement for this service:	
Service will be provided co	untywide (i.e.,	, including all cities and unincorporated areas) by a single service ority or organization providing the service.)	provider. (If this box
Service will be provided or identify the government, at	ly in the uninc thority or orga	corporated portion of the county by a single service provider. (If t anization providing the service.)	his box is checked,
One or more cities will pro unincorporated areas. (If th	vide this servio is box is check	ce only within their incorporated boundaries, and the service will ked, identify the government(s), authority or organization providing the government (s).	not be provided in ng the service.)
1		<i>10</i>	
One or more cities will pro unincorporated areas. (If the	vide this servio is box is checl	ce only within their incorporated boundaries, and the county will ked, identify the government(s), authority or organization providi	provide the service in ng the service.)
D Other. (If this box is check government, authority, or	ed, attach a le other organizat	egible map delineating the service area of each service provide tion that will provide service within each service area.)	er, and identify the
ves v no		ng service areas, unnecessary competition and/or duplication of th	
igher levels of service (See O.0 r competition cannot be elimin	C.G.A. 36-70-2 ated).	ttegy, attach an explanation for continuing the arrangement (24(1)), overriding benefits of the duplication, or reasons that over	
use conditions will be elimi	nated under the	e strategy, attach an implementation schedule listing each step and the agreed upon deadline for completing it.	or action that will be
unds, user fees, general funds,	ority that will special service funding Method:	help to pay for this service and indicate how the service will be f e district revenues, hotel/motel taxes, franchise taxes, impact fees	unded (e.g., enterprise , bonded indebtedness, e
LINCH COUNTY ITY OF HOMERVILLE	the sum of the second s	AL FUNDS	
	0.000		
			county?
I. How will the strategy chang NO CHANGE		arrangements for providing and/or funding this service within the	
	ery agreement	ts or intergovernmental contracts that will be used to implement the Contracting Parties:	he strategy for this servi ective and Ending Dates:
Agreement Name:		Contracting Landor	
6. What other mechanisms (if General Assembly, rate or fee	any) will be u changes, etc.),	sed to implement the strategy for this service (e.g., ordinances, re, and when will they take effect?	solutions, local acts of t
NONE			
7. Person completing form:	Tohr	W. Strickland	

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? A yes no If not, provide designated contact person(s) and phone number(s) below:

SERVICE DELIVERY STRATEGY

			SUMMARY	Y OF SERVI	ICE DELIV	ERY AR	RANGEMENTS	5	PAGE 2
	Answer each	of this for question bel	ow, attaching ad		s necessary. If th			ly the same service names l listed at the bottom of the pa	
County:	CLINCH	COUNT	Y		Service:	TAX	ASSEMENT		
1. Check the	box that best	t describe:	s the agreed	upon delivery	arrangement	for this se	ervice:		
				including all ority or organ			(A) (C) (C)	ngle service provider. (If this box
				orporated por nization prov			single service pr	ovider. (If this box is c	hecked,
								ervice will not be prov ion providing the servi	
								county will provide the ion providing the servi	
							rea of each servi ach service area.)	ice provider , and iden)	tify the
2. In develo	a contra a contra co	egy, were	overlapping	g service areas	s, unnecessary	y competit	ion and/or duplic	cation of this service id	entified?
If these cond higher levels or competitio	of service (S	See O.C.C	A. 36-70-24	egy, attach a 4(1)), overrid	in explanation ing benefits o	n for cont f the dupli	tinuing the arra	ngement (i.e., overlap as that overlapping serv	ping but ice areas
If these cond taken to elim	litions will be ainate them, t	e eliminat the respon	ed under the sible party a	strategy, atta nd the agreed	i ch an imple I upon deadlir	nentation le for com	schedule listing pleting it.	each step or action that	t will be
3. List each funds, user f Local Governm	fees, general	funds, spe	ty that will h cial service ling Method:	nelp to pay for district reven	r this service ues, hotel/mo	and indica tel taxes, f	te how the servic franchise taxes, in	e will be funded (e.g., mpact fees, bonded ind	enterprise ebtedness, etc
CLINCH	COUNTY		GENE	RAL FUN	DS	-			
	NO C	CHANGE						within the county?	
5. List any f Agreement Na		e delivery	agreements	or intergover Contracting		acts that v	vill be used to im	Effective and Endi	
					_				
(What ath		ma (if any) will be use	d to impleme	nt the strategy	for this s	ervice (e.g. ordi	nances, resolutions, loc	al acts of the
General Ass	sembly, rate of	or fee cha	nges, etc.), a	nd when will	they take effe	ect?	(
	NOM	1E							
			T . 1		-1-1 7				
	ompleting fo			W. Strie					
	ber: <u>91</u> 2				completed: _				1.1
are consiste	nt with the se	ervice del	ivery strateg	by state agend y? A yes d phone num	no	luating wi	iether proposed I	ocal government proje	.13

ALC: CLO			-		E DELIVERY		1775-1777.	INTS	PAG	E 2
	Answer each o	of this for juestion be	m and comp low, attaching	plete one for ea	ach service listed or es as necessary. If th	n page 1, Section	III. Use	exactly the same serv rvice (listed at the botto	ice names listed on p	bage 1.
County:	CLINCH	COUN	ГҮ		Service:	WATER	AND	SEWER		
1. Check the	box that best	describe	s the agree	ed upon deliv	ery arrangement	t for this servic	e:			
					all cities and un ganization provid			a single service p	rovider. (If this bo	DX.
					portion of the co roviding the serv		le servi	ce provider. (If this	s box is checked,	
One or unincor	more cities v porated area	vill provi s. (If this	de this serv box is che	vice only wit ccked, identif	hin their incorpo y the governmer	orated boundari nt(s), authority	es, and or orga	the service will no nization providing	t be provided in the service.)	
								the county will pr nization providing		in
	ment, authori	ty, or oth		ation that wi	delineating the ll provide servic			service provider, area.)	and identify the	
2. In develop		egy, wer	e overlappi	ing service a	reas, unnecessar	y competition a	and/or d	luplication of this s	service identified?	?
If these cond higher levels or competition	of service (S	See O.C.	G.A. 36-70	rategy, attac)-24(1)), over	ch an explanation rriding benefits o	on for continuit	i ng the on, or re	arrangement (i.e easons that overlap	, overlapping but ping service areas	s
If these cond	itions will be	elimina	ted under t	the strategy, a y and the agr	attach an imple eed upon deadlin	mentation sch ne for completi	edule li ng it.	isting each step or	action that will be	;
3. List each funds, user f	government ees, general	or author funds, sp	ity that wil	ll help to pay ce district rev	for this service venues, hotel/mo	and indicate ho otel taxes, franc	ow the s hise tax	service will be fund kes, impact fees, bo	ded (e.g., enterpris onded indebtednes	se ss, etc.)
Local Governme	ent or Authority	r: Fun	ding Method	1:						
CITY OF	HOMERVI	LLE	ENTI	ERPRISE	FUND AND	USER FEI	s			
CITY OF	ARGYLE		ENTI	ERPRISE	FUND AND	USER FEE	ES			
CITY OF	DUPONT	-	ENTI	ERPRISE	FUNDS ANI	USER FE	EES			_
4. How will		change t		s arrangemer	nts for providing	and/or funding	g this se	ervice within the co	ounty?	

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Effective and Ending Dates: Agreement Name: Contracting Parties:

 	 	1.51
		_

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: Phone number: 912-487-2667 John W. Strickland

5-10-99 _ Date completed: __

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? X yes no If not, provide designated contact person(s) and phone number(s) below:

WATER AND SEWER

The City of Homerville ownes and apperates the water wells and waste water treatment plants for city residents and the county residents on the outskirts of the city limits. We still read meter manually therefore our cost of reading meters is greater in the county areas because of the distance apart, also the distance we have to go to maintain the system is much futher. We therefore charge higher rates in the county because of higher maintenance cost.

Argye and Dupont own and operate water systems in their respective boundaries.

Ther is no overlap of services. We requeat continuing as is.

CITY OF HOMERVILLE WATER RATES EFFECTIVE 7-1-98

1.4 0

UNITS	WATER-OUTSIDE RESIDENTIAL	WATER-INSIDE RESIDENTIAL	WATER COMMERCIAL
2,000 GALS	10.00	6.50	8.00
PER 1,000 GAL	1.10	.90	1.70

SEWER RATES EFFECTIVE 7-1-98

UNITS	SEWER-OUTSIDE RESIDENTIAL	SEWER-INSIDE RESIDENTIAL	SEWER COMMERCIAL
2,000 GALS	7.00	6.00	8.00
PER 1,000 GAL	1.85	1.60	1.75

SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS



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

County: H CLINCH

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

WE see no incompatibilities or conflicts with the Service Delivery Strategy

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

amendments to existing comprehensive plans

adoption of a joint comprehensive plan

other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

Service Delivery Dispute-Resolution Process

4. 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?

Extraterritorial water and sewer services resolution

5. Person completing form: _____ John W. Strickland

912-487-2667

Phone number:

_____ Date completed: _____5-10-99

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? Yes no

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



Berrien Sutton County Attorney Sherrie Peterson County Clerk



Clinch County

Board of Commissioners

100 Court Square Homerville, Georgia 31634 (912) 487-2667 Fax (912) 487-3658 Commissioners

John "Wink" Strickland Chairman

> Barry Hart Vice Chairman

Ulysees McKnight Mark Steedley Nancy Knight Strickland

December 14,1998

Dept. of Community Affairs Office of Coordinated Planning 60 Executive Park South, NE. Atlanta,Georgia 30329

Dear Mr. Gleaton:

This letter is in reference to H.B. 489, Process for resolving land use disputes.

The Clinch County Board of Commissioners at our regular meeting on December 7, 1998 adopted the land use process. The adoption included the cities of Homerville, Argyle, Dupont, and Fargo.

If you should have any questions do not hesitate to call.

Sinderely, in II

John W. Strickland Chairman

cc: Jim Grubiak, ACCG

Service Delivery Strategy Dispute Resolution Process

The City of Homerville and Clinch County hereby agree to implement the following process for resolving land use disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation

Within <u>15</u> working days tollowing receipt of the above information, the county will forward to the city a statement either; (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s):

- 2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
- 3. If the county notifies the city that it has a *bona fide* land use classification objection(s), the city will respond to the county in writing within <u>15</u> working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.
- 4. If a *bona fide* dispute exists, the County and /or City will forward the details of the dispute to the Joint Planning Commission for review and recommendation. Such recommendation will then be forwarded to the appropriate political jurisdictions (elected bodies) for consideration by the appropriate political jurisdictions. If this recommendation(s) is accepted by both parties, then they can execute the agreement. If recommendation(s) from the Joint Planning Commission are deemed unacceptable by either party, then mediation can be initiated.

- 5. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation; the city and county agree to share equally any costs associated with the mediation.
- 6. If no resolution of the county's *bona fide* land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
- 7. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s)

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the city, the county and the property owner(s).

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

Attest

Carol Chambers Mayor City of Homerville

John W. Strickland Chairman Clinch County Board of Commissioner

Adopted this 4th day of June, 1998.

Service Delivery Strategy Dispute Resolution Process

The City of Argyle and Clinch County hereby agree to implement the following process for resolving land use disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

Within 15 working days following receipt of the above information, the county will forward to the city a statement either, (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s);

- 2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
- 3. If the county notifies the city that it has a *bona fide* land use classification objection(s), the city will respond to the county in writing within <u>15</u> working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.
- 4. If a bona fide dispute exists, the County and /or City will forward the details of the dispute to the Joint Planning Commission for review and recommendation. Such recommendation will then be forwarded to the appropriate political jurisdictions (elected bodies) for consideration by the appropriate political jurisdictions. If this recommendation(s) is accepted by both parties, then they can execute the agreement. If recommendation(s) from the Joint Planning Commission are deemed unacceptable by either party, then mediation can be initiated.

- 5. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation; the city and county agree to share equally any costs associated with the mediation.
- 6. If no resolution of the county's *bona fide* land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
- 7. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s)

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This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

Mr. Raymond James Mayor City of Argyle

John W. Strickland Chairman Clinch County Board of Commissioner

Service Delivery Strategy Dispute Resolution Process

waters 1

The City of FARGO and Clinch County hereby agree to implement the following process for resolving land use disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation

Within 15 working days following receipt of the above information, the county will forward to the city a statement either; (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s);

- 2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
- 3. If the county notifies the city that it has a *bona fide* land use classification objection(s), the city will respond to the county in writing within <u>15</u> working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.
- 4. If a bona fide dispute exists, the County and /or City will forward the details of the dispute to the Joint Planning Commission for review and recommendation. Such recommendation will then be forwarded to the appropriate political jurisdictions (elected bodies) for consideration by the appropriate political jurisdictions. If this recommendation(s) is accepted by both parties, then they can execute the agreement. If recommendation(s) from the Joint Planning Commission are deemed unacceptable by either party, then mediation can be initiated.

- 5. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation; the city and county agree to share equally any costs associated with the mediation.
- 6. If no resolution of the county's bona fide land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
- 7. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s)

Regardless of future changes in land use or zoning classification, any site-specific mitigation of enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the city, the county and the property owner(s).

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

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time sources

Mr. Stiner Jones Mayor Pro-Tem City of Fargo

John W. Strickland Chairman Clinch County Board of Commissioner

Service Delivery Strategy Dispute Resolution Process

The City of Dupont and Clinch County hereby agree to implement the following process for resolving land use disputes over annexation effective July 1, 1998.

1. Prior to initiating any formal annexation activities, the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation.

Within 15 working days following receipt of the above information, the county will forward to the city a statement either: (a) indicating that the county has no objection to the proposed land use for the property; or (b) describing its bona fide objection(s) to the city's proposed land use classification, providing supporting information, and listing any possible stipulations or conditions that would alleviate the county's objection(s);

- 2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
- 3. If the county notifies the city that it has a *bona fide* land use classification objection(s), the city will respond to the county in writing within 15 working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are *bona fide* and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.
- 4. If a bona fide dispute exists, the County and /or City will forward the details of the dispute to the Joint Planning Commission for review and recommendation. Such recommendation will then be forwarded to the appropriate political jurisdictions (elected bodies) for consideration by the appropriate political jurisdictions. If this recommendation(s) is accepted by both parties, then they can execute the agreement. If recommendation(s) from the Joint Planning Commission are deemed unacceptable by either party, then mediation can be initiated.

- 5. If the city initiates mediation, the city and county will agree on a mediator, mediation schedule and determine participants in the mediation; the city and county agree to share equally any costs associated with the mediation.
- 6. If no resolution of the county's *bona fide* land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
- 7. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s)

Regardless of future changes in land use or zoning classification, any site-specific mitigation of enhancement measures or site-design stipulations included in the agreement will be binding on all parties for the duration of the annexation agreement. The agreement shall become final when signed by the city, the county and the property owner(s).

This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.

E. L. Dou

Mr. E.L. Douglas Mayor City of Dupont

John W. Strickland Chairman Clinch County Board of Commissioner

A Resolution Establishing a

Process to Insure Compatibility with Applicable Land Use Plans and Ordinances and to Resolve Inter-Governmental Land Use Plan and Ordinance Inconsistencies Pursuant to the Provision of New Extra Territorial Water and Sewer Services

WHEREAS, the Clinch County Board of Commissioners and the Mayor and Councils of its political jurisdictions have found it necessary, desirable and in the public interest to establish a formal process to insure that the provision of new extraterritorial water and sewer service is consistent with all applicable land uses plans and ordinances of adjoining local governments, and

WHEREAS, the Clinch County Board of Commissioners and its municipal jurisdictions have determined that a process to insure land use compatibility as it relates to the provision of new extraterritorial water and sewer services and land use plans/ordinances, and

WHEREAS, the Clinch County Board of Commissioners and the governing bodies of the County's municipal jurisdictions have jointly developed cooperative plan to insure consistency with applicable land use plans/ordinances.

BE IT THEREFORE RESOLVED by the Clinch County Board of Commissioners of Clinch County, Georgia and the governing bodies of the cities of Homerville, Argyle, Dupont, and Fargo and. **IT IS HEREBY RESOLVED** by the Authority of same:

<u>Section 1.</u> Effective immediately upon the adoption of this Resolution by the respective governments, the following process for insuring that proposed extraterritorial water and sewer service is compatible with the land use plans/ordinances of the new territory shall be implemented:

- 1. Prior to initiating the development of water and sewer services in extraterritorial boundaries, the local government proposing the new service will notify the adjacent government of the proposed new service by providing information on location of property, size of area, and existing/proposed land use associated with the property.
- 2. Within 15 working days following receipt of the above information, the local government receiving the notice of water/sewer extension will forward to the local government proposing the extension a statement either: (a) indicating that the proposal is compatible with that community's land use plan and all applicable ordinances; or (b) a description of why the proposal is inconsistent with the land use plan or ordinances providing supporting evidence. If the community proposing the

service extension does not receive a response in writing within the deadline, the proposal shall be determined to be consistent with the community's land use plan or land use ordinances.

- 3. If the community desiring to extend the water or sewer services receives a notification that the proposal is incompatible with the land use plan, the community may respond in writing within 10 days of receiving the notification of land use inconsistency by: (a) requesting a meeting to discuss a formal change to the land use plan; (b) agreeing with the content of the notification and stopping action on the proposed service extension.
- 4. In the event the respective jurisdictions seek mediation, the governments will agree on a mediator, mediation schedule and determine participants in the mediation. Any costs associated with the mediation will be shared pro rata by the county and the city based on population in accordance with the most recent decennial census.
- 5. A proposal to extend extraterritorial water and sewer service shall not be implemented until any bona fide land use plan or land use ordinance inconsistencies are resolved pursuant to the dispute resolution process.
- 6. However, the final determination of the land use plan or land use ordinances will be accorded to the governing body receiving the proposed service extension.

Section 2. All ordinances and resolutions in conflict herewith are hereby repealed.

DATE: 5-28.99

ATTEST:

County Clerk

Clinch County Board of Commissioners:

hn w Strickland

hairman

DATE: 5-20-99

ATTEST:

City Clerk

Mayor and Council, Homerville, Georgia

deal Chanter

Mayor

6-8-99 DATE:

ATTEST:

1)elcl

City Clerk

Mayor and Council, Argyle, Georgia

Mayor

DATE: 6-7



Mayor and Council, Dupont, Georgia

Jonglas

Mayor

DATE: 5.28.99

ATTEST:

Ennalma

Mayor and Council, Fargo, Georgia

C. Dottmeier ata

City Clerk

Mayor



Berrien Sutton

County Attorney

Sherrie Peterson

County Clerk

Clinch County

Board of Commissioners

100 Court Square Homerville, Georgia 31634 (912) 487-2667 Fax (912) 487-3658 Commissioners

John "Wink" Strickland Chairman

> Barry Hart Vice Chairman

Ulysees McKnight Mark Steedley Nancy Knight Strickland

RECEIVED

JUN 24 P.M.

June 22,1999

Department of Community Affairs 60 Executive Park South, N.E. Atlanta, Georgia 30329-2231

Dear Ms. Moran

This letter is in reference to our phone conservation yesterday concerning three (3) idems that needed correction on the Clinch County Service Delivery Strategy Manual.

Enclosed you will find the three (3) corrections that you requested.

If you have any questions do not hesitate to call.

sincerely, onne

đohn W. Strickland Chairman

Revised pages have been incorporated into hereful document 4/20/02 yes

A COLOR		A	CATIONS		PAGE 4
	county seat; 3) all citie population of between	inimum, be signed by an authorized repres es having 1990 populations of over 9,000 r 500 and 9,000 residing within the county, uired to sign this form, but are encouraged	esiding within the county; and 4) no Cities with 1990 populations below	less than 50% of all other cities v 500 and authorities providing se	with a 1990
	SERVICE DE	LIVERY STRATEGY FOR	Clinch	COUNTY	
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John w	Strickla	John W. Strickland	Chairman Clinch Co. BOC	Clinch County	
Laqua	estime	Raymond James	Mayor	City of Argyl	.e
5.2.2	age	E.L. Douglas Patricia Oettmeier	Mayor	City of Dupon	ıt
Ratricia	» Oettmeier	Patricia Oettmeier	Mayor	City of Fargo see attacked Homewrite Signature	

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	Instructions: Make copies of this form	and complete one	for each service liste	d on page 1, 5	Section III. Use exac	atly the same service name	s listed on page 1
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7. Person co	ompleting form:	John W.	Strickland				
Phone numb	er:	2667	_ Date completed	:5;	10-99		
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	Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.							
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Phone numb				completed: <u>5</u> .				
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II not, prove	de designition official	personne	itome	series action				

SERVICE DELIVERY STRATEGY CERTIFICATIONS



PAGE 4



Instructions: This page 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 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

Clinch SERVICE DELIVERY STRATEGY FOR

COUNTY

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

- We have executed agreements for implementation of our service delivery strategy and the attached forms provide an 1. accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
- Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and 2. responsive manner (O.C.G.A. 36-70-24 (1));
- Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic 3. boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within 'l e geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
- Our service delivery strategy ensures that the cost of any services the county government provides (including those 4. 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)).

SIGNATURE:	(Please print or type)	TITLE:	JURISDICTION: DATE:
John w Strukla	John W. Strickland	Chairman Clinch Co. BOC	Clinch County
Kaymond James	Raymond James	Mayor	City of Argyle
E.E.Dorget	E.L. Douglas	Mayor	City of Dupont
$[\bigcirc, \ldots, (\bigcirc), \cdots$	Patricia Oettmeier	Mayor	City of Fargo
Carol Chanke	•Carol Chambers	Mayor	City of Homerville
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