SEP 3 0 2004



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR Evans

COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS:

- Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
- 2. List each local government and/or authority that provides services included in the service delivery strategy in Section Π below
- List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy
- For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements form (page 2).
- 5. Complete one copy of the Summary of Land Use Agreements form (page 3)
- Have the Certifications form (page 4) signed by the authorized representatives of participating local governments. Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, page 4)
- 7. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs
Office of Coordinated Planning
60 Executive Park South, N.E.
Atlanta, Georgia 30329

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Coordinated Planning at (404) 679-3114.

Note: Any future changes to the service delivery arrangements described on these forms will require an official update of the service delivery strategy and submittal of revised forms and attachments to the Georgia Department of Community Affairs.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Evans County

Claxton-Evans County Airport Authority

City of Beliville

Evans County Hospital Authority

City of Claxton

Claxton-Evans County Industrial Development Authority

City of Daisy

Evans County Library Authority

City of Hagan

Evans County Recreation Authority

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

For each service listed here, a separate Summary of Service Delivery Arrangements form (page 2) must be completed.

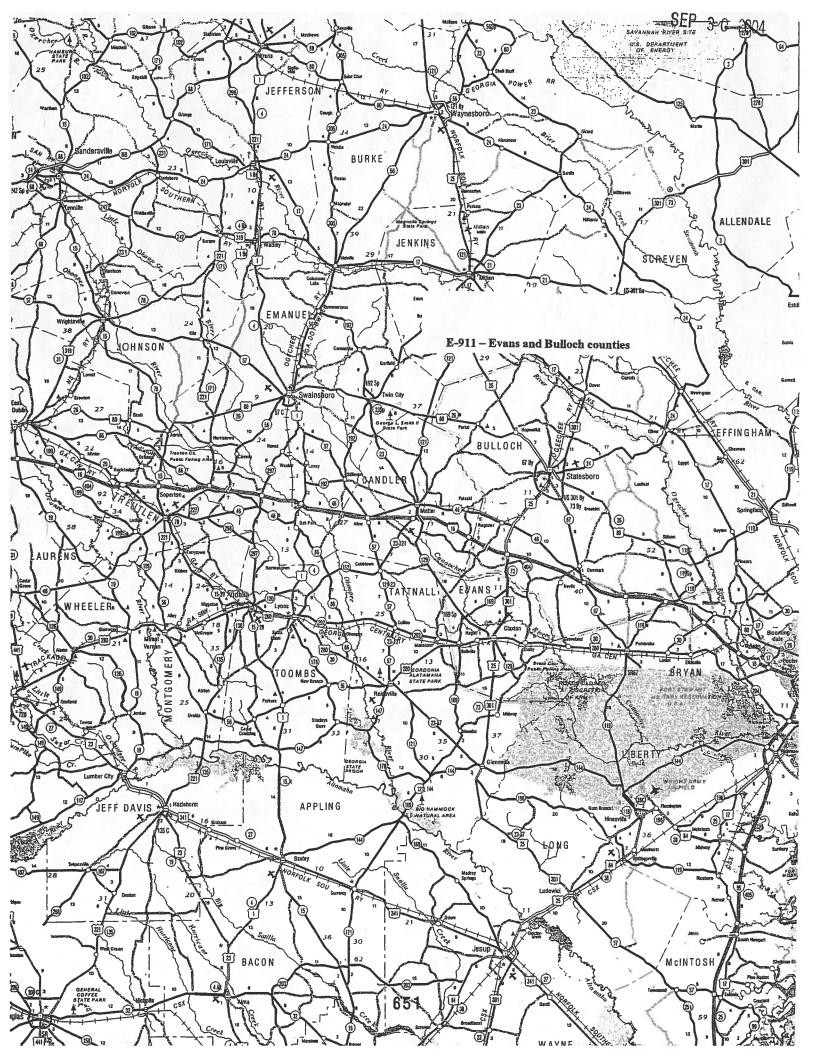
Airport, Courts, E-911, Economic Development, Emergency Management, Emergency Medical Service (EMS), Fire Protection, Garbage Pickup, Health Services, Hospital, Jail, Law Enforcement, Library Natural Gas Recreation, Recycling, Road Maintenance, Sewer, Wastewater Treatment Plant, Water



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

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: Evans Service: E-911 1. Check the box that best describes the agreed upon delivery arrangement for this service; Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Evans County (through contract with Bulloch County Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? ☐Yes ☑No If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

Bulloch County	ity: Fur	iding Method:		
		General Fund and User Fees		
Evans County '	Contract with Bulloch County	,		
4. How will the strategy change t	he previous arrangements for previ	riding and/or funding this service within		
the county?	the previous arrangements for prov	iding and/or funding this service within		
No change is anticipated. Eval provision of E-911 service.	ns County will continue to contr	ract with Bulloch County for the		
5. List any formal service delivery implement the strategy for this Agreement Name: ntergovernmental Agreement on the	Contracting Parties:	Effective and Ending Dates:		
rovision of E-911 Service	Bulloch and Evans counties	5/4/99 - 5/4/02, automatic one-year		
		renewal each year after 5/4/02		
rovision of E-911 Service				
TOVISION OF E-911 Service				
rovision of E-911 Service				
6. What other mechanisms (if any) will be used to implement the str neral Assembly, rate or fee change	rategy for this service (e.g., ordinances.		
6. What other mechanisms (if any resolutions, local acts of the Ge	neral Assembly, rate or fee change	rategy for this service (e.g., ordinances, es, etc.), and when will they take effect		



EVANS COUNTY SERVICE DELIVERY STRATEGY E-911 AGREEMENT

STATE OF GEORGIA

COUNTY OF BULLOCH

INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into this Harday of May, 1999, by and between BULLOCH COUNTY, a political subdivision of the state of Georgia, acting by and through its Board of Commissioners, and EVANS COUNTY, a political subdivision of the state of Georgia, acting by and through its Board of Commissioners.

WITNESSETH:

WHEREAS, Bulloch County has in place an Emergency-911 ("E-911") system servicing Bulloch County; and

WHEREAS, Evans County is desirous of insuring that all citizens of Evans County receive emergency service in time of need; and

WHEREAS, Bulloch County is willing to provide E-911 services to Evans County upon the terms and conditions hercinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

- 1. The Bulloch County Emergency Answering Center presently located at 115 North Main Street, Statesboro, Bulloch County, Georgia, (hereinafter "the Answering Center") will receive E-911 telephone calls relating to public safety in Evans County and will provide dispatch services to various emergency and law enforcement agencies and officials located in Evans County, including but not necessarily limited to emergency medical services, sheriff's department, fire department, and municipal police departments within Evans County.
 - 2. Bulloch County shall provide F-911 call answering and dispatch services for law

enforcement, fire and emergency medical services of Evans County twenty-four (24) hours a day, seven (7) days a week, all days each year.

- 3. Evans County shall purchase and hold interest in and title to all radio transceiver equipment, any associated control circuits, all public safety two-way radios, pagers, receivers, and similar equipment utilized outside the Answering Center. Evans County shall have sole and exclusive responsibility for all maintenance and upkeep associated with said equipment.
- 4. Bulloch County shall retain interest in and title to all equipment and furnishings in the Answering Center of every kind, nature, and description presently located therein as well as any future acquired equipment used therein.
- 5. Bulloch County shall assist Evans County in mapping, addressing, and all other actions (with the exception of road naming) necessary to prepare for the providing of E-911 services in Evans County. Prior to the completion of addressing, Evans County shall name all roads, whether public or private, on which are located two (2) or more residences or businesses or any combination thereof. Evans County shall reimburse Bulloch County for any expenses Bulloch County incurs in providing such assistance, said reimbursement to be due no later than thirty (30) days after Bulloch County submits to Evans County an itemized invoice for expenses incurred to date. Such expenses shall include, but not necessarily be limited to, salaries and employee benefits of Bulloch County personnel during the time they are engaged in providing assistance to Evans County, a mileage fee of thirty-one (31) cents per mile for the use of Bulloch County vehicles in providing such assistance, and the purchase and operational expense of mobile phone, radio, and any other equipment necessary in providing such assistance.
 - 6. Evans County shall pay for and be responsible for securing the establishment of

radio/telephone circuits, data base charges, the purchase of necessary hardware and software, and any other initial, non-recurring costs associated with enabling Bulloch County to provide E-911 services in Evans County.

- Evans County represents and warrants that it has taken all steps necessary in accordance with O.C.G.A. §§ 46-5-133 and 46-5-134 to impose a monthly 911 charge of \$1.50 per month upon each exchange access facility subscribed to by telephone subscribers whose exchange access lines are in Evans County. During the initial term of this agreement and any extensions or renewals thereof, Evans County shall pay to Bulloch County said 911 charges, less any monthly telephone line and trunk charges and any administrative fee retained by the service supplier, within ten (10) days after Evans County receives the 911 charges from the service supplier. Bulloch County will pay all routine, recurring costs of the Answering Center associated with providing E-911 services in Evans County, including but not necessarily limited to salaries for personnel employed in the Answering Center, in-house data base updates, and maintenance of equipment located in the Answering Center. Any extraordinary or unusual costs incurred in the provision of E-911 services in Evans County, including but not necessarily limited to periodic data base updates from the service supplier, will be paid for by Evans County from funds other than the monthly 911 charges, which charges shall continue to be forwarded to Bulloch County to pay for the routine, recurring costs of the Answering Center.
- 8. Evans County shall not take any steps to impose the monthly wireless enhanced 911 charge allowed by O.C.G.A. §§ 46-5-133 and 46-5-134 without the prior written consent and concurrence of Bulloch County.
 - 9. Bulloch County shall have full supervisory control over and responsibility for

operating and maintaining the Answering Center. All personnel in the Answering Center shall be employees of Bulloch County. Bulloch County shall have full authority over all personnel employed in the Answering Center and shall have the sole discretion to determine how many employees are needed in the Answering Center. Bulloch County is an Equal Opportunity Employer and, in the event any positions become available in the Answering Center, such positions will be advertised in the Statesboro Herald and citizens of Evans County may apply and will be given equal consideration for such positions.

Evans County shall maintain liability insurance in the minimum amount of \$1,000,000 with an endorsement adding Bulloch County and its officials, agents, and employees as additional named insureds for any claims arising out of the performance of this agreement. The endorsement shall specifically state that it affords primary coverage, and any insurance maintained by Bulloch County shall be considered excess to the liability insurance Evans County is required to maintain under this agreement. Evans County shall provide Bulloch County with a certificate of insurance or other acceptable evidence that the insurance required by this agreement is in force on an annual basis. To the extent not covered by the liability insurance maintained by Evans County pursuant to this agreement, Evans County shall indemnify, defend, and hold harmless Bulloch County and its officials, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees resulting or arising in any way from the performance of this agreement by Bulloch County or its officials, agents, and employees, whether or not such performance is negligent. Provided, however, that Evans County shall not be required to indemnify, defend, or hold harmless Bulloch County or any of its officials, agents, or employees for misconduct that is

wanton and willful or in bad faith.

- 11. Nothing contained in this agreement shall be in any way construed as a waiver of any sovereign, official or governmental immunity by Bulloch County or Evans County, or any of their officials, agents, or employees.
- The initial term of this agreement shall be for a period of three (3) years.

 Thereafter, this agreement shall automatically renew for successive one (1) year terms unless either party gives written notice to the other of an intent not to renew at least one hundred eighty (180) days prior to the expiration of the then-current term. During the initial 3-year term, this agreement may not be terminated by either party without cause. In the event that either party breaches any portion of this agreement during the initial 3-year term, the non-breaching party may send written notice of the breach to the breaching party and, if the breaching party fails to cure said breach within sixty (60) days of the date said written notice was sent, the non-breaching party may thereafter terminate this agreement by providing written notice thereof to the breaching party. During any 1-year renewal terms subsequent to the initial 3-year term, this agreement may be terminated at any time with or without cause by either party upon one hundred eighty (180) days' written notice to the other party.
- 13. Any notice required or permitted to be given under this agreement shall be deemed sufficient if sent via certified or registered U.S. Mail to the following addresses:

If to Bulloch County:

E. Scott Wood, County Manager Bulloch County Board of Commissioners P.O. Box 347 Statesboro, Georgia 30459 If to Evans County:

Bryan Rogers, County Administrator Evans County Board of Commissioners

3 Freeman Street

Claxton, Georgia 30417

14. Evans County may apply for any federal or state aid to provide the equipment that it must purchase to provide E-911 service for the citizens of Evans County. However, if any funds from any source are used to purchase any equipment that is to be used in the Answering Center, such property shall remain the sole and exclusive property of Bulloch County upon termination of this agreement; provided, however, that if this agreement is terminated or not renewed as herein provided, then Bulloch County shall reimburse Evans County a portion of Evans County's costs of any equipment remaining with Bulloch County based upon the following schedule:

Termination Date	Percentage of Reimbursement
Within one (1) year	80%
Within two (2) years	60%
Within three (3) years	40%
Within four (4) years	20%
Within the fifth (5th) year and thereafter	0%

- 15. Subject to the requirements of the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., Bulloch County will not disseminate 911 identification data to anyone other than emergency service and law enforcement personnel.
- 16. This agreement is the entire agreement between the parties and may only be amended by a written amendment hereto approved by a majority of the respective Board of Commissioners of Bulloch County and Evans County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and scals on or

before the date above written,

BULLOCH COUNTY BOARD OF COMMISSIONERS
By: Fain N. Woodman
Louis N. Woodrum, Chairman
Allest: Evely & Wlan
Evelyn H. Wilson, Clerk
EVANS COUNTY BOARD OF COMMISSIONERS
By: Marty Card
Marty Todd, Charman
Attest: Edytha L. Godbee
Edytha V. Godhee, Clerk



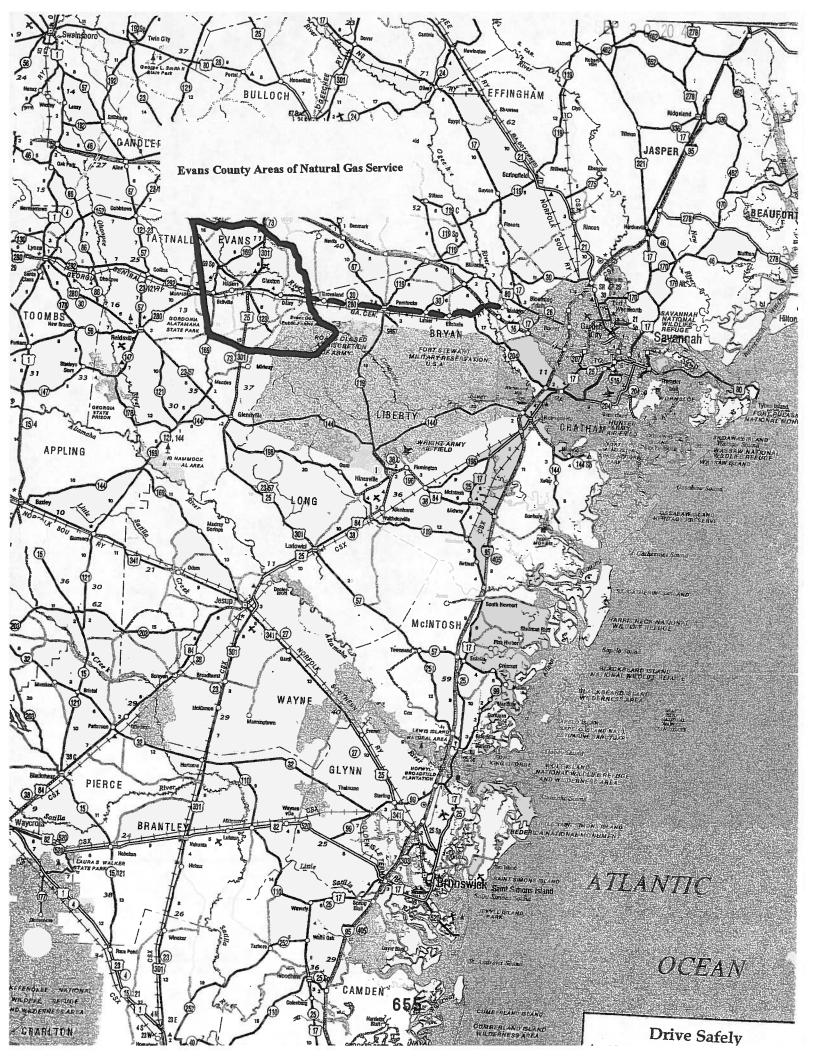
completing it.

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

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: Evans Service: Natural Gas 1. Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): City of Claxton 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? ☐Yes ☑No If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated). If these conditions will be eliminated under the strategy, attach an implementation schedule listing each

step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for

Local Government or Auto	hority:- Fun	ding Method:
City of Claxton	Natural Gas Enterprise Fund	
4. How will the strategy chang the county?	ge the previous arrangements for provi	iding and/or funding this service within
jurisdiction, as well as to the northern Bryan County, and	Industrial Park and several areas southern Effingham County upon ans County, Bryan County, and Eff	provide natural gas service within it of unincorporated Evans County, request. The City will continue to ingham County before extending th
	very agreements or intergovernmental	contracts that will be used to
implement the strategy for the	nis service:	
implement the strategy for the Agreement Name:	contracting Parties:	Effective and Ending Dates:
		Effective and Ending Dates:
Agreement Name: 6. What other mechanisms (if	Contracting Parties: any) will be used to implement the stra	Effective and Ending Dates: ategy for this service (e.g., ordinances, es, etc.), and when will they take effect?
Agreement Name: 6. What other mechanisms (if resolutions, local acts of the	Contracting Parties: any) will be used to implement the stra	ategy for this service (e.g., ordinances,
Agreement Name: 6. What other mechanisms (if resolutions, local acts of the	Contracting Parties: any) will be used to implement the stra	ategy for this service (e.g., ordinances,
Agreement Name: 6. What other mechanisms (if	Contracting Parties: any) will be used to implement the stra	ategy for this service (e.g., ordinances,
Agreement Name: 6. What other mechanisms (if resolutions, local acts of the	Contracting Parties: any) will be used to implement the stra	ategy for this service (e.g., ordinances,
Agreement Name: 6. What other mechanisms (if resolutions, local acts of the	Contracting Parties: any) will be used to implement the stra	ategy for this service (e.g., ordinances,
Agreement Name: 6. What other mechanisms (if resolutions, local acts of the None	Contracting Parties: any) will be used to implement the strage General Assembly, rate or fee change	ategy for this service (e.g., ordinances,
Agreement Name: 6. What other mechanisms (if resolutions, local acts of the None 7. Person completing form: Ca	any) will be used to implement the stra General Assembly, rate or fee change	ategy for this service (e.g., ordinances, es, etc.), and when will they take effect?
Agreement Name: 6. What other mechanisms (if resolutions, local acts of the None 7. Person completing form: Ca Phone number: (912) 739-1141 8. Is this the person who should	Contracting Parties: any) will be used to implement the strage General Assembly, rate or fee change	ategy for this service (e.g., ordinances, es, etc.), and when will they take effect?



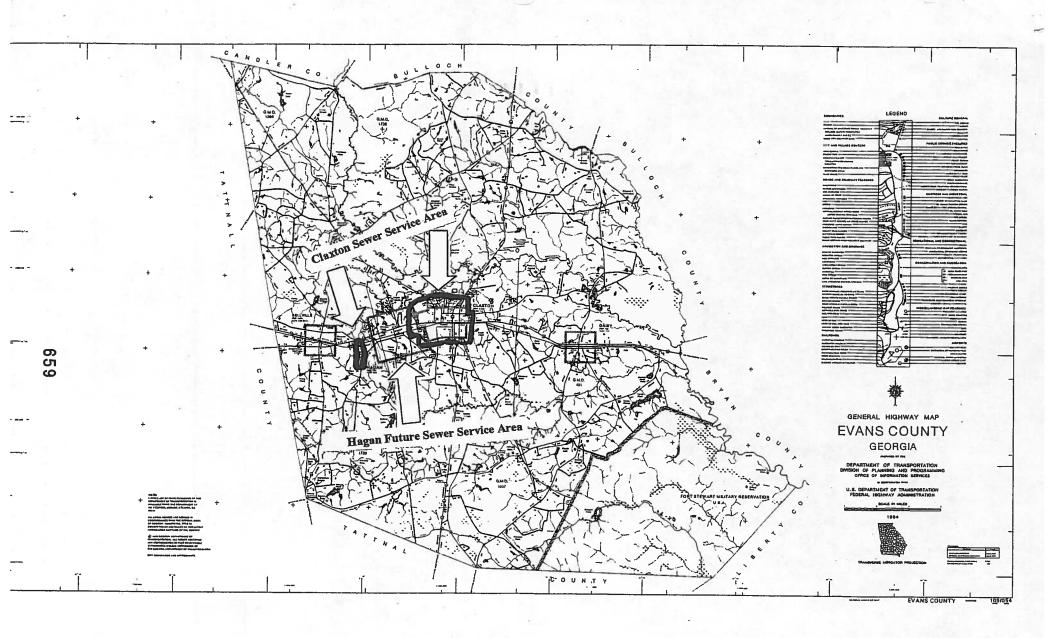


completing it.

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

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Local Government or Author	ority: Fundin	g Method:			
City of Claxton	Sewer/User Fees				
City of Hagan	Sewer/User Fees				
4. How will the strategy change the county?	e the previous arrangements for providin	g and/or funding this service withi			
ndustrial Park and areas of uursuing the establishment on ity of Claxton. The possibili	nue to provide sewer service within it unincorporated Evans County upon r f sewer service within its jurisdiction, ty of linking the two systems in the fo oviding the service to businesses alo	equest. The City of Hagan is either on its own or through the fure does exist, as well as the			
. List any formal service delive	ery agreements or intergovernmental con	ntracts that will be used to			
implement the strategy for thi	is service:	Effective and Ending Dates			
		Effective and Ending Dates:			
implement the strategy for thi	is service:	Effective and Ending Dates:			
implement the strategy for thi	is service:	Effective and Ending Dates:			
implement the strategy for thi	is service:	Effective and Ending Dates:			
implement the strategy for thi	is service:	Effective and Ending Dates:			
Agreement Name: Agreement Name:	is service:	y for this service (e.g., ordinances,			
Agreement Name: 6. What other mechanisms (if ar resolutions, local acts of the Company of the C	Contracting Parties: Contracting Parties:	y for this service (e.g., ordinances,			
Agreement Name: 6. What other mechanisms (if an	Contracting Parties: Contracting Parties:	y for this service (e.g., ordinances,			
Agreement Name: Agreement Name: . What other mechanisms (if ar resolutions, local acts of the Colone	Contracting Parties: Contracting Parties:	y for this service (e.g., ordinances,			
Agreement Name: Agreement Name: What other mechanisms (if ar resolutions, local acts of the Colone Person completing form: Cauge Phone number: (912) 739-1141 Is this the person who should	Contracting Parties: Contracting Parties: ay) will be used to implement the strategueneral Assembly, rate or fee changes, e	y for this service (e.g., ordinances, tc.), and when will they take effect			





SERVICE DELIVERY STRATEGY UPDATE CERTIFICATIONS

Instructions:

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

	very strategy for	Evans	COUNTY
Wc, the undersigned authorized rep	presentatives of the jurisdiction	ns listed below, certify that:	300011
 We have reviewed our existing (Check only one hox for questi 	Service Delivers Gene	have determined that:	
☐ A. Our Strategy continu county and no change	es to accurately reflect our press in our Strategy are needed a	eferred arrangements for pro-	viding local services throughout or
B. Our Strategy has been	revised to reflect our preferre	ed arrangements for providin	g local services.
Option A is selected, only this form	n, signed by the appropriate lo	ocal government representativ	ves must be provided to the
rith;	ned by the appropriate local g	overnment representatives, r	nust be submitted to DCA along
an updated "Summary of S any supporting local agrees an updated service area ma	ervice Arrangements" form (p	page 2) for each local scrvice esc services that has been rev	53
Each of our governing bodies (Coresolutions agreeing to the Service implementation of our service del	ounty Commission and City C e Delivery arrangements iden ivery strategy (O.C.G.A. 36-7	ouncils) that are a party to th tified in our strategy and have 0-21);	is strategy have adopted c executed agreements for
Our service delivery strategy contand responsive manner for all resi	inues to promote the delivery dents, individuals and propert	of local government services y owners throughout the cou	in the most efficient, effective, nty (O.C.G.A. 36-70-24(1));
Our service delivery strategy conti geographic boundaries of a service located within the geographic boundaries.	inues to provide that water or a provider are reasonable and a ndaries of the service provider	sewer fees charged to custom we not arbitrarily higher than (O.C.G.A. 36-70-24 (2));	ners located outside the the fees charged to customers
Our service delivery strategy continues to the country funded by the country	nues to ensure that the cost of	any services the county gove	emment provides (including if the unincorporated area of the receive such service (O.C.G.A.

- 6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
- Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any
 jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
- 8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))' and;
- DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

'If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists.

Vernon E Owen VERNON E DUENS MAYOR City of HAGAN 8-27-04 Apper Demond Total James Drawood Torrede. Mayor City of HAGAN 8-27-04 Amay Brown I Inman BROWN - MAYOR City of BELLVILLE 9/01/04 Published Del Beasles Ch Commission Evans County 9/17/04 Richard A. Willand Rish on A. Willand Mayor Botem City of Clariton 9/20/2004	SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Jaman Brown	JAMES DIRWOOD TOUTLE INMAN BROWN TO Del Beasley	MAYOR MAYOR Ch Commissioner	City of Bellville City of DAISY Evans County	9/01/04 9/17/04
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Page 2 of 2