



**SERVICE DELIVERY STRATEGY**  
**FORM 1**

COUNTY: **EVANS**

**I. GENERAL INSTRUCTIONS:**

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

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

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

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

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

Evans County, City of Bellville, City of Claxton, City of Daisy, City of Hagan, Claxton-Evans Airport Authority, Evans County Hospital Authority, Claxton-Evans County Economic Development Authority, Evans County Library Authority, Evans County Recreation Department

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport, Community Center, Courts, E-911, Economic Development, Elections, Emergency Medical Service, Fire Protection, Garbage Pickup, Health Services, Hospital, Library, Natural Gas, Parks and Recreation, Road Maintenance, Sewer, Tax Collection, Wastewater Treatment Plant, Water

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Animal Control - New Service Added  
Jail - Service Provider Changed  
Law Enforcement - Service Provider Changed  
Recycling - Service Discontinued



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:EVANS**

**Service:Animal Control**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Evans County	General Fund, & Fees
City of Claxton	General Fund, & Fees
City of Hagan	General Fund

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

Evans County will provide service in the unincorporated areas, as well as in the City of Hagan. The City of Claxton will provide service within its municipal boundary. The City of Bellville and the City of Daisy will utilize the City of Claxton's service on an as-needed basis.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
"Contract for Dog Control Services"	Evans County/City of Hagan	06/04/2024 - Renew Annually

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

7. Person completing form: **Anna Weaver**  
 Phone number: **912-367-3648**      Date completed: 07/12/2024

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:  
**EVANS COUNTY MANAGER CASEY BURKHALTER 912-739-1141**

# Evans County Service Delivery Strategy Animal Control Areas



- Major Roads
- City of Claxton Maintained Animal Control Area
- Evans County Maintained Animal Control Areas

0 0.75 1.5 3 Miles



**CONTRACT FOR DOG CONTROL SERVICES**

STATE OF GEORGIA  
COUNTY OF EVANS

THIS AGREEMENT made this 4 day of June, 2024, by and between the City of Hagan, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City" and the Evans County Board of Commissioners, hereinafter referred to as "County," and consented to by Evans County, a political subdivision within the State of Georgia, by the Commission of Evans County, hereinafter called "the County."

WITNESSETH:

WHEREAS, the City currently has a animal control department and is responsible for dog control within the city limits of Hagan, Georgia; and

WHEREAS, the City desires to cease its responsibility for the provision of dog control within the limits of the City of Hagan, Georgia; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(3) provides the any county, municipality, or any combination thereof may provide animal control; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement which shall define the dog services to be provided by the County within the city limits of Hagan; and

WHEREAS, the County and City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and benefits contained herein, the County and the City do agree and consent to the following:

1.

In pursuance of Dog Control in the City of Hagan, Georgia, the County agrees to assume the responsibility of dog control in the City of Hagan and to provide a dog control presence in the city.

2.

This agreement shall commence on the 4 day of June, 2024, and shall renew annually unless terminated by either party upon ninety (90) days' written notice to the other party.

3.

The City agrees to adopt the Evans County Dog Control ordinance which will provide that the Evans County Code Department shall be responsible for Dog Control in the City of Hagan subject to no interference or supervision by the Mayor and Council of the City of Hagan. The City agrees to pay all third-party costs related to the enforcement of the dog control ordinance (ex. vet bills etc.).

4.

All citations issued in the city of Hagan by the Code Department will be handled in the Magistrate Court of Evans County. All fine revenues will go to the County.

5.

The County agrees to enforce the Evans County Dog Control Ordinance in the City of Hagan.

6.

To the extent allowed by law, the County will indemnify and hold harmless the City, its officers and employees, from any and all claims, damages or expenses arising out of, or related to, Dog Control in the City of Hagan. In addition, the County will provide liability insurance relative to its activities in the City of Hagan similar to its liability insurance for its activities in other parts of the county. Provided, however, this in no way is a waiver of any sovereign immunity enjoyed by any of the parties to this agreement, and the indemnity/hold harmless does not include claims or liabilities relating to events and actions involving City of Hagan personnel prior to the date of this agreement, including, but not limited to workman's compensation claims, personal injury claims and actions for damages under 42 U. S. C. 1983.

7.

The Code Department and the County agree that best efforts will be made to provide dog control services within the limits of the City of Hagan in as good a manner or better than are being provided as of the date of this contract.

8.

This contract may be terminated by either party, with or without cause, at any time, upon ninety (90) days' notice in writing delivered by certified mail to the non-terminating parties.

9.

The parties, and the undersigned Code Department shall cause to be done all things necessary to execute this agreement and give it full force and effect.

10.

This agreement is made pursuant to Article 9, Section 3, Paragraph I of the Constitution of the State of Georgia. It is the parties' intention that all rights, responsibilities and duties of the parties herein shall be in accordance with said laws.

11.

This contract contains all the terms and conditions and represents the entire agreement between the parties. Any alterations of this agreement shall be invalid unless made by an amendment in writing duly executed by all parties. There are no understandings, representations, or agreements, written or oral, other than those contained herein.

12.

This Agreement may be modified at any time by mutual written consent of the parties as approved by their respective governing authorities.

13.

The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

14.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Hagan:

Tiffany Dixon  
City Clerk  
6327 Tattnell St.  
Claxton, Ga. 30417

b. If to Evans County:


1613 West Main Street  
Claxton, GA 30417  
\_\_\_\_\_  
\_\_\_\_\_

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above person of a notice stating the change.

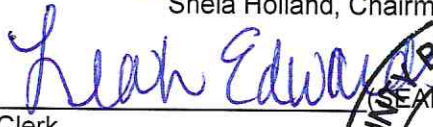


**IN WITNESS WHEREOF**, the City and the County have hereunto set their names and the signatures of their proper officials duly authorized in official meetings of said officials and incorporated in the official minutes of the Commissioner of Evans County and upon the minutes of the Commission of the City of Hagan, respectively, on the day and year first above written.

Approved and authorized by the Commission of Evans County, Georgia, this 4 day of June 2024.

  
\_\_\_\_\_  
**B. Jay Swindell, County Attorney**  
**Evans County, Georgia**

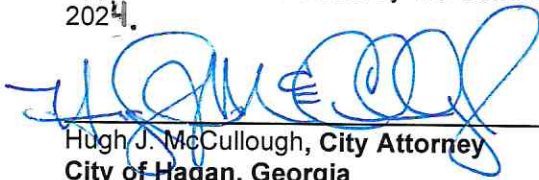
BY:  (SEAL)  
Sheila Holland, Chairman

ATTEST:  (SEAL)  
Clerk

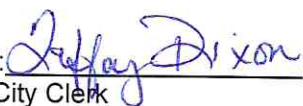
(COUNTY SEAL)



Approved and authorized by the Commission of the City of Hagan, Georgia, this 4 day of June 2024.

 (SEAL)  
\_\_\_\_\_  
Hugh J. McCullough, **City Attorney**  
**City of Hagan, Georgia**

BY:  (SEAL)  
GENA T. ROBERTS, Mayor

ATTEST:  (L.S.)  
City Clerk

(CITY SEAL)





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:EVANS**

**Service:Jail**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Evans County (through contract with Tattnall County), City of Claxton (through verbal agreement with Candler County)**

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Evans County	General Fund
Tattnall County	General Fund, SPLOST, Fees & Fines, ARPA, Grants
City of Claxton	General Fund
Candler County	First apply fees collected for the provision of the service, grant and SPLOST
	funds if applicable, with balance paid from general fund.

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

Evans County will contract with Tattnall County for the provision of jail service for all of Evans County, except for the City of Claxton. The City of Claxton Police Department has a verbal agreement with the Candler County Sheriff for the provision of jail services to the City of Claxton.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
"Evans County/Tattnall County Jail Agreement"	Tattnall and Evans Counties	03/02/2021 - Open End

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

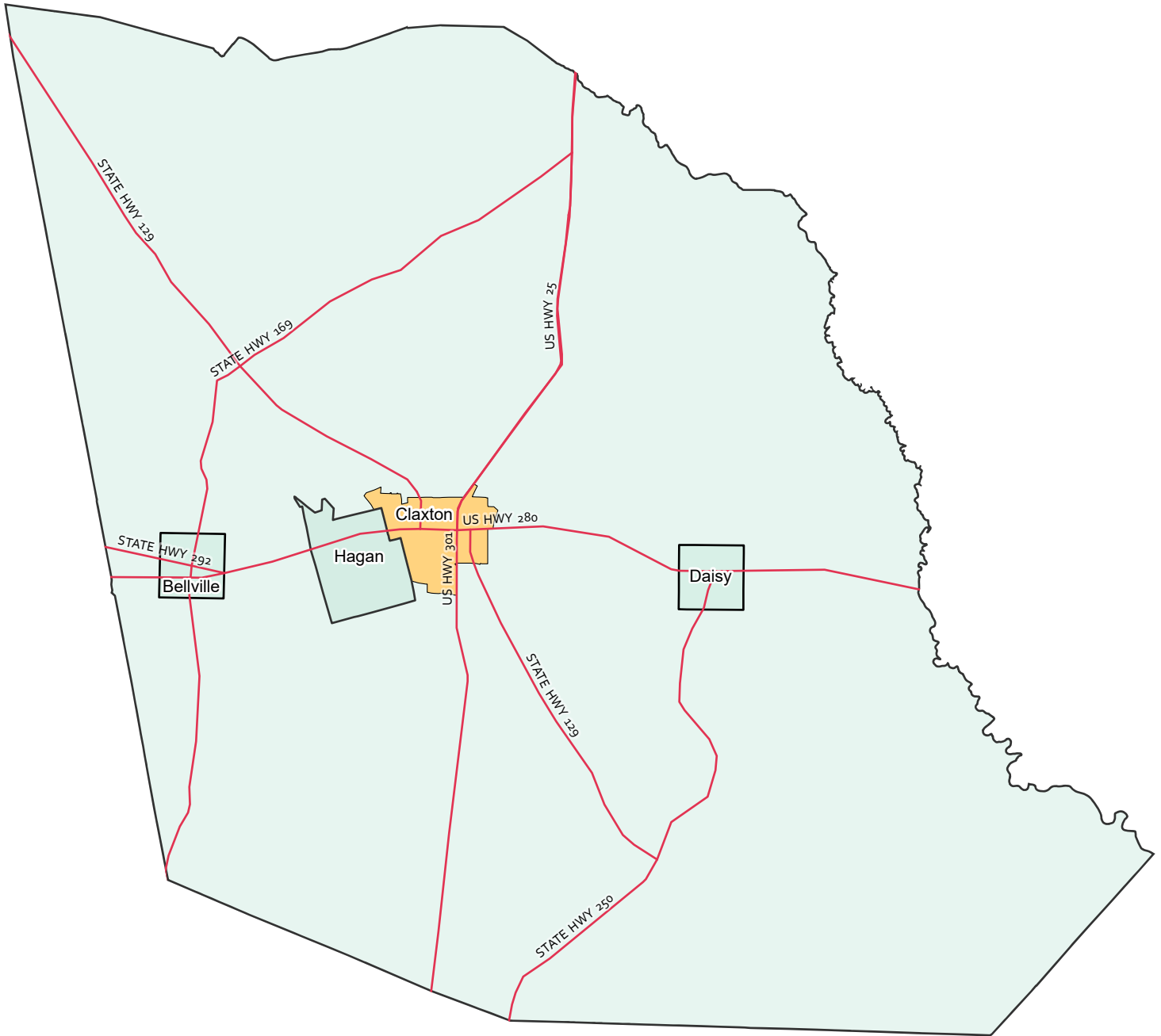
7. Person completing form: **Anna Weaver**  
 Phone number: **912-367-3648**      Date completed: 07/24/2024

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

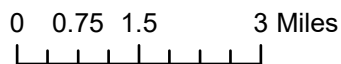
If not, provide designated contact person(s) and phone number(s) below:  
**EVANS COUNTY MANAGER CASEY BURKHALTER 912-739-1141**

# Evans County Service Delivery Strategy

## Jail Service Areas



- Major Roads
- City of Claxton Maintained Jail Service Areas
- Evans County Maintained Jail Service Areas



STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

EVANS COUNTY/TATTNALL COUNTY JAIL AGREEMENT

THIS AGREEMENT is made and entered into, as of the date set forth below, by and between Evans County, a political subdivision of the State of Georgia, and Tattnall County, a political subdivision of the State of Georgia, and approved by Kyle Sapp, in his capacity as the duly elected Sheriff of Tattnall County, Georgia, and approved by Mac Edwards, in his capacity as the duly elected Sheriff of Evans County, Georgia, and through the Board of Commissioners of Evans and Tattnall Counties.

WHEREAS, Tattnall County has a suitable jail facility ("Tattnall Jail") which is operated by the Sheriff of Tattnall County for the detention and housing of certain persons who are charged with violating the laws of Georgia and county ordinances within the jurisdiction of Tattnall County;

WHEREAS, Evans County lacks a suitable jail facility to detain and house certain persons who are arrested for violating the laws of Georgia or county ordinances within the jurisdiction of Evans County;

WHEREAS, Evans County and the Sheriff of Evans County desire to enter into an agreement with Tattnall County and the Sheriff of Tattnall County, for the purpose of allowing the detention and housing of certain persons, who are or were arrested for violating the laws of the State of Georgia or county ordinances within the jurisdiction of Evans County, in the Tattnall Jail (for the purposes of this Agreement, the certain persons who are or were arrested for violating the laws of Georgia or county ordinances within the jurisdiction of Evans County are hereinafter called "Evans inmates"); and

WHEREAS, Tattnall County and the Sheriff of Tattnall County desire to enter into an agreement with Evans County and the Sheriff of Evans County, for the purpose of allowing the detention and housing of Evans Inmates in the Tattnall Jail.

WITNESSETH, that, to promote, and in the interest of, efficient law enforcement, within Evans and Tattnall Counties, and with the approval of the Sheriffs of Evans and Tattnall Counties, the parties hereto have reached the agreement herein specified, pursuant to the provisions of Article 9, Section 3, paragraph 1 of the 1983 Constitution of the State of Georgia, and any and all other applicable laws.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, and in consideration of the premises, and in compliance with and pursuant to the provisions, terms, and conditions of the laws of the State of Georgia pertaining thereto, the Evans and Tattnall Counties do hereby agree and contract with each other as follows:

1. Tattnall County shall provide to Evans County the use of, and services within, the Tattnall Jail, for Evans inmates, as more particularly set forth below.

2. Evans County shall compensate Tattnall County in the amount of \$378,500.00, on a yearly basis, for the use and/or services set forth in paragraph 1, but such use and services shall only guarantee the detention and housing of a maximum of twenty (20) inmates at any given time; provided that, if in the discretion of the Sheriff of Tattnall County, the Tattnall Jail can to accommodate any Evans inmates above the twenty (20) inmate limit set forth above, then Evans County shall compensate Tattnall County for any such inmate at the rate of \$45.00 per diem. The yearly compensation set forth above shall be paid on a monthly basis, in the amount of \$31,541.67, with said amount being due on the last day of each calendar month. The per diem compensation as set forth above, shall be for each "jail day", which is defined as from 12:00 a.m. (midnight) to the following 11:59 p.m., or any portion thereof, and commencing when an Evans inmate is booked into the Tattnall Jail. Further, the Sheriff of Evans County agrees to keep an accurate account of all Evans inmates in the Tattnall Jail, to ensure that all such inmates are lawfully detained.

3. Regarding Evans inmates, Tattnall County will: i) provide such inmates with the same meals, clothing, bedding and hygiene items that are consistent with the standard of care

currently provided to all other inmates in the Tattnall Jail, and ii) provide medical care to such inmates to the same standard of care that is currently provided by Southern Correctional Medicine LLC ("SCM") (a copy of the current SCM contract and any future SMC contracts outlining the scope of coverage by SCM will be provided to the Sheriff of Evans County). Further, Evans County agrees that certain medications, dental care, and outpatient care and procedures, as outlined in the SCM contract, are not covered and shall be the sole responsibility of Evans County. Further, regarding Evans inmates in the Tattnall Jail, the Sheriff of Tattnall County, or his designee, agrees to notify the Sheriff of Evans County, or his designee, in the event that an Evans inmate requires transportation to a local medical facility. Further, Evans County agrees that, in the event that an Evans inmate must be transported to a local hospital, then any Tattnall Jail staff or employee guarding such inmate will be relieved as soon as possible. Further, Tattnall County will not be responsible for providing any security regarding any Evans inmate outside of Tattnall County.

Moreover, Evans County shall indemnify and hold harmless Tattnall County, its officers and employees, as well as the Sheriff of Tattnall County and his lawful deputies and employees, from any and all claims, damages, or expenses, including legal expenses, which are incurred in defending any claims, actions or habeas corpus proceedings, arising out of or related to the arrest, detention, housing, or imprisonment of Evans inmates in the Tattnall Jail pursuant to the provisions of this Agreement; provided that, Evans County shall not be liable for any claims, damages, or expenses that may arise due to any act or omission of any agent or employee of Tattnall County, unless such act or omission is or was at the direction of Evans County.

4. Evans County agrees that Tattnall County and/or the Sheriff of Tattnall County shall keep all proceeds in connection with the use of the commissary and phone system in the Tattnall Jail by Evans inmates.

5. This Agreement may be terminated by either party hereto upon giving the other party ninety (90) days written notice of the intention to terminate. This agreement is executed in

duplicate, each of which shall constitute an original hereof for all purposes, and either party may rely on a fully executed electronic or facsimile copy of the original, as if same is the original.

6. Except as otherwise provided in paragraph 7, Evans County shall provide for transportation of all Evans inmates, including transportation for all necessary court appearances.

7. The Sheriff of Tattnall County will provide a deputy to provide transportation for Evans inmates within the State of Georgia and to provide transportation related to the mental health of Evans inmates. The transportation to be provided by the Sheriff of Tattnall County, as described herein, will be conducted from Monday through Friday, from 8:00 a.m. until 5:00 p.m.; provided that, to the extent that such transportation cannot be accomplished on such days and times, the Sheriffs of Evans and Tattnall Counties will use reasonable efforts to coordinate and accomplish such transportation on such other days and at such other times as are mutually convenient and beneficial to them. Also, the feasibility of Evans inmate pickup in states adjacent to and outside of Georgia will be assessed and coordinated between the Sheriffs of Evans and Tattnall Counties.

**[SIGNATURE PAGE TO FOLLOW FOR EVANS COUNTY/TATTNALL COUNTY JAIL AGREEMENT]**



[SIGNATURE PAGE FOR EVANS COUNTY/TATTNALL COUNTY JAIL AGREEMENT]

Executed in duplicate originals this 2nd day of March, 2021.

Evans County Board of Commissioners

By: [Signature]  
Chairman

Attest: [Signature: Leah Edwards]  
County Clerk

-SEAL-

Approved by the Sheriff of Evans County

[Signature]  
Sheriff

Approved as to Form:

[Signature]  
Evans County Attorney

Tattnall County Board of Commissioners

By: [Signature]  
Chairman

Attest: [Signature: Sherida R. Mills]  
County Clerk

-SEAL-



Approved by the Sheriff of Tattnall County

[Signature]  
Sheriff

Approved as to Form:

[Signature]  
Tattnall County Attorney



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:EVANS**

**Service:Law Enforcement**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Evans County	General Fund
City of Claxton	General Fund
City of Hagan	General Fund

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

Evans County will provide service in the unincorporated area and the City of Hagan. The Evans County sheriff's department will continue to patrol the City of Bellville and City of Daisy. City of Claxton will continue to provide this service within its municipal boundary.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
"Contract for Law Enforcement Services"	Evans County/City of Hagan	06/20/2023 - 06/30/2026

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

7. Person completing form: **Anna Weaver**  
 Phone number: **912-367-3648**      Date completed: 07/12/2024

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

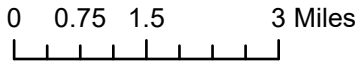
If not, provide designated contact person(s) and phone number(s) below:  
**EVANS COUNTY MANAGER CASEY BURKHALTER 912-739-1141**

# Evans County Service Delivery Strategy

## Law Enforcement Areas



- Major Roads
- ▭ Evans County Maintained Law Enforcement Areas
- ▭ City of Claxton Maintained Law Enforcement Area



## CONTRACT FOR LAW ENFORCEMENT SERVICES

STATE OF GEORGIA  
COUNTY OF EVANS

THIS AGREEMENT made this 20<sup>th</sup> day of June, 2023, by and between the City of Hagan, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City" and the duly elected Sheriff of Evans County, Mac Edwards, hereinafter referred to as "the Sheriff," and consented to by Evans County, a political subdivision within the State of Georgia, by and through its Board of Commissioners, of Evans County, hereinafter called "the County."

### WITNESSETH:

WHEREAS, the City currently has a police department and is responsible for law enforcement within the city limits of Hagan, Georgia; and

WHEREAS, the City desires to cease its responsibility for the provision of law enforcement within the limits of the City of Hagan, Georgia; and

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides the any county, municipality, or any combination thereof may provide police services; and

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement which shall define the police services to be provided by the County within the city limits of Hagan; and

WHEREAS, the County and City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and benefits contained herein, the County and the City do agree and consent to the following:

1.

In pursuance of law enforcement in the City of Hagan, Georgia, the County and the Sheriff agree to assume the responsibility of law enforcement in the City of Hagan and to provide a 24-hour presence by the Sheriff's Department in the city.

2.

This agreement shall commence on July 1, 2023 at 12:00 p.m. and shall terminate at midnight on June 30, 2026. Provided, however, this agreement shall continue after the said term under the same terms and conditions contained herein unless terminated by either party upon one hundred and eighty (180) days' written notice.

3.

The City agrees to pay to the County \$60,000.00 per year, to be paid in equal monthly installments of \$5,000.00, with the first payment being due on or before July 5<sup>th</sup>, 2023, and continuing on the same day of each month thereafter during the term of this agreement. Provided, however, said monthly payment shall be adjusted on an annual basis so that the monthly payment shall be the same percent of the county's total law enforcement budget as the \$60,000.00 is as to the current total law enforcement budget of the County and provided that this is consistent with the actual cost incurred by the County in providing law enforcement within the City of Hagan, Georgia.

4.

The City agrees to transfer to the County Sheriff's Department equipment and vehicles currently used by the Hagan police department as mutually agreed upon by the parties. Further, the City agrees to lease the office space currently used and occupied by the Hagan Police Department in the Hagan City Hall for the sum of \$1.00 per year. At the termination of this contract or in the event this contract is terminated prior to June 30, 2023 as hereinafter provided, the County agrees to, at its option, return the vehicles and equipment to the City or pay to the City the value of said vehicles and equipment less depreciation. The value of the equipment and the vehicles and equipment shall be determined by the Certified Public Accountant for the City of Hagan and the Certified Public Accountant for Evans County.

5.

The City agrees to adopt an ordinance which will provide that the Evans County Sheriff's Department shall be responsible for law enforcement in the City of Hagan subject to no interference or supervision by the Mayor and Council of the City of Hagan.

6.

All citations issued in the city of Hagan by the Sheriff's Department will be handled in the State Court of Evans County. All fine revenues will go to the County and all jail expenses for individuals arrested in the city will be paid by the County.

7.

The County shall provide to the residents and business of Hagan the same police services it provides to the residents and businesses of the unincorporated areas of Evans County.

8.

The County agrees to enforce all city ordinances and to supply assistance to the Code Enforcement Officer for the City of Hagan for citations relative to code violations.

9.

To the extent allowed by law, the County will indemnify and hold harmless the City, its officers and employees, from any and all claims, damages or expenses arising out of, or related to, law enforcement in the City of Hagan. In addition, the County will provide liability insurance relative to its activities in the City of Hagan similar to its liability insurance for its activities in other parts of the county. Provided, however, this in no way is a waiver of any sovereign immunity enjoyed by any of the parties to this agreement, and the indemnity/hold harmless does not include claims or liabilities relating to events and actions involving City of Hagan Police personnel prior to the date of this agreement, including, but not

limited to workman's compensation claims, personal injury claims and actions for damages under 42 U. S. C. 1983.

10.

The Sheriff and the County agree that best efforts will be made to provide law enforcement protection and law enforcement services within the limits of the City of Hagan in as good a manner or better than are being provided as of the date of this contract.

11.

This contract may be terminated by either party, with or without cause, at any time, upon one hundred eighty (180) days' notice in writing delivered by certified mail to the non-terminating parties.

12.

The parties, and the undersigned Sheriff shall cause to be done all things necessary to execute this agreement and give it full force and effect.

13.

This agreement is made pursuant to Article 9, Section 3, Paragraph I of the Constitution of the State of Georgia and Section 15-16-13 of the Official Code of Georgia. It is the parties' intention that all rights, responsibilities and duties of the parties herein shall be in accordance with said laws.

14.

This contract contains all the terms and conditions and represents the entire agreement between the parties. Any alterations of this agreement shall be invalid unless made by an amendment in writing duly executed by all parties. There are no understandings, representations, or agreements, written or oral, other than those contained herein.

15.

This Agreement may be modified at any time by mutual written consent of the parties', as approved by their respective governing authorities.

16.

The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

17.



All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Hagan:


P.O. Box 356  
Hagan, GA 30429

b. If to Evans County:


Evans County Board of Commissioner  
613 W. Main Street  
Claxton, Georgia, 30417

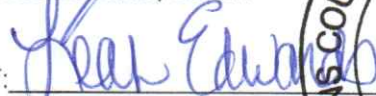
Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above person of a notice stating the change.

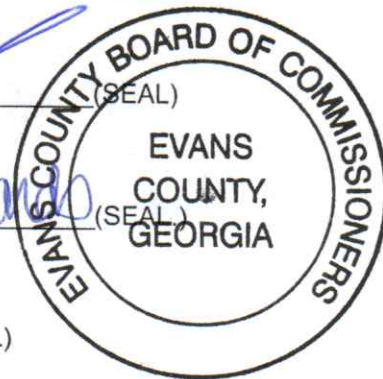
**IN WITNESS WHEREOF**, the City and the County have hereunto set their names and the signatures of their proper officials duly authorized in official meetings of said officials and incorporated in the official minutes of the Commissioner of Evans County and upon the minutes of the Commission of the City of Hagan, respectively, on the day and year first above written.

  
B. Jay Swindell, County Attorney  
Evans County, Georgia

Approved and authorized by the Sheriff of Evans County, Georgia, this 20<sup>th</sup> day of June, 2023.

BY:   
Mac Edwards, Sheriff

ATTEST:   
Clerk

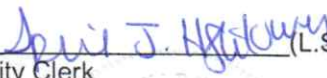


(COUNTY SEAL)

Approved and authorized by the Commission of the City of Hagan, Georgia, this 20<sup>th</sup> day of June, 2023.

  
Hugh J. McCullough, City Attorney  
City of Hagan, Georgia

BY:   
GENA T. ROBERTS, Mayor

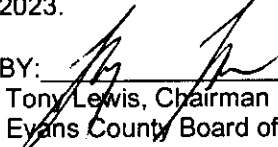
ATTEST:   
City Clerk



(CITY SEAL)



Approved and Consented to by the  
Commissioners of Evans County,  
Georgia, this 20 day of June,  
2023.

BY:  (L.S.)  
Tony Lewis, Chairman  
Evans County Board of Commissioners



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:EVANS**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?  
 None

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.)

**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.

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Prior to a government providing utilities to an area outside their respective jurisdiction, they will seek approval from the appropriate jurisdiction.

4. Person completing form: **Anna Weaver**

Phone number: **912-367-3648**

Date completed: 07/12/2024

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

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

**EVANS COUNTY MANAGER CASEY BURKHALTER 912-739-1141**



Georgia Department of  
**Community Affairs**



**SERVICE DELIVERY STRATEGY  
FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: EVANS**

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

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>EVANS COUNTY</u>	Chairman	Shela Holland		7/31/2024
<u>BELLVILLE</u>	Mayor	Brad McCooey		8/2/2024
<u>CLAXTON</u>	Mayor	Terry Branch		8/7/2024
<u>DAISY</u>	Mayor	Eddie Ball		8/6/2024
<u>HAGAN</u>	Mayor	Gena Roberts		8/1/2024