



**SERVICE DELIVERY STRATEGY**

**FORM 1**

**COUNTY: FLOYD COUNTY**

**I. GENERAL INSTRUCTIONS:**

1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
4. For **each** service or service component listed in Section III, complete a separate *Summary of Service Delivery Arrangements* form (FORM 2).
5. Complete one copy of the *Summary of Land Use Agreements* form (FORM 3).
6. Have the *Certifications* form (FORM 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, FORM 4).
7. Email the completed forms and any attachments as .pdf attachments to: [pemd.opqga@dca.ga.gov](mailto:pemd.opqga@dca.ga.gov), or mail the completed forms along with any attachments to:

*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](http://www.dca.servicedelivery.org), or call the Office of Planning and Quality Growth at (404) 679-5279.*

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

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

**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.

- Floyd County
- City of Cave Spring
- Rome-Floyd County Development Authority
- Rome-Floyd Parks and Recreation Authority
- Floyd County Board of Education
- City of Rome
- The Development Authority of Floyd County
- Gordon Floyd County Development Authority
- City of Rome Board of Education

**III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

- Airport
- Animal Control
- Bridge Maintenance
- Building Inspection/Planning
- Community Development
- Court Services
- Day Care
- E911/Emergency Management
- Economic Development
- Elections and Registrations
- Fire Service
- Warrants & Jail(Sheriff)
- Library
- Parks and Recreation
- Police Services
- Prison(County)
- Purchasing
- Records Retention
- Recycling
- Solid Waste Collection
- Solid Waste Disposal
- Street Lighting
- Street Paving
- Tax Collections
- Tourism
- Wastewater
- Water



**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:FLOYD COUNTY**

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

There are no incompatibilities or conflicts between the land use plans of the local governments identified.

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. 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? As per the original House Bill 489 agreement in 1999, all expansions of water and sewer systems will be in compliance with the adopted Comprehensive Plan of Floyd County and the cities of Rome and Cave Spring.

4. Person completing form: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

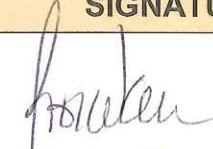


**Instructions:**

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

**COUNTY: FLOYD COUNTY**

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

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF CAVE SPRING</u>	Mayor	Rob Ware		02-23-10
<u>FLOYD COUNTY</u>	Chairman	Eddie Lumsden		02-23-10
<u>CITY OF ROME</u>	Mayor	Wright Bagby		02-23-10

RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA APPROVING THE UPDATED SERVICE DELIVERY STRATEGY AND AUTHORIZING EXECUTION BY THE APPROPRIATE OFFICIALS OF A REVISED SERVICE DELIVERY STRATEGY

WHEREAS, Floyd County, Georgia, the City of Rome, and the City of Cave Spring have adopted an agreed upon Service Delivery Strategy pursuant to the Service Delivery Strategy Act (hereinafter "SDSA") of the State of Georgia;

WHEREAS, each party to this Agreement desires to approve the updated strategy and execute a Resolution approving the updated, revised strategy; and

WHEREAS, the Board of Commissioners of Floyd County, subsequent to the approval of this Resolution, desires and intends to forward a copy of the updated, revised portions of the strategy to the DCA;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Floyd County approve the updated strategy and hereby authorize the Chairman of the Board of Commissioners of Floyd County to execute all documents approving of the strategy required by the DCA, and further authorize the Clerk to forward to the DCA all documentation required in accordance with the requirements of State law.

All resolutions, or parts of resolutions, in conflict herein are repealed.

FLOYD COUNTY, GEORGIA

Commissioners Bagwell, Fricks, Mayes, Lumsden voting  
"Aye" and \_\_\_\_\_ voting "No".

APPROVED AND ADOPTED, this 12<sup>th</sup> day of February, 2010, by the Board of Commissioners of Floyd County, Georgia.

FLOYD COUNTY BOARD OF COMMISSIONERS

BY: Eddie Lumsden  
EDDIE LUMSDEN, Chairman

ATTEST:

[Signature]  
KATHY ARP, Clerk

APPROVED:

[Signature]  
KEVIN POE, County Manager  
[Signature]  
THOMAS H. MANNING, County Attorney

**RESOLUTION**

**A RESOLUTION OF THE CITY OF ROME APPROVING THE  
UPDATED SERVICE DELIVERY STRATEGY AND AUTHORIZING  
EXECUTION BY THE APPROPRIATE OFFICIALS OF A REVISED  
SERVICE DELIVERY STRATEGY**

WHEREAS, Floyd County, Georgia, the City of Rome, and the City of Cave Spring have adpted an agreed upon Service Delivery Strategy pursuant to the Service Delivery Strategy Act (hereinafter "SDSA") of the State of Georgia;

WHEREAS, each party to this Agreement desire to approve the updated strategy and execute a Resolution approving the updated, revised strategy; and

WHEREAS, the City of Rome, subsequent to the approval of this Resolution, desires and intends to forward a copy of the updated, revised portions of the strategy to the DCA;

NOW, THEREFORE, BE IT RESOLVED that the City of Rome approves the updated strategy and hereby authorizes the Mayor of the City of Rome to execute all documents approving of the strategy required by the DCA, and further authorizes the Clerk to forward to the DCA all documentation required in accordance with the requirements of State law.

All resolutions, or parts of resolutions, in conflict herewith are repealed.

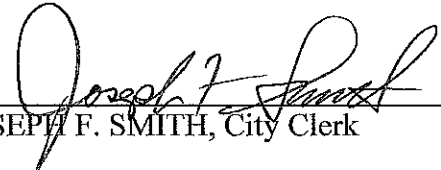
Adopted this 18<sup>TH</sup> Day of FEBRUARY, 2010.

**CITY OF ROME, GEORGIA**

BY:

  
\_\_\_\_\_  
WRIGHT BAGBY, JR., MAYOR

ATTEST:

  
\_\_\_\_\_  
JOSEPH F. SMITH, City Clerk

[SEAL]

**RESOLUTION**

**A RESOLUTION OF THE CITY OF CAVE SPRING APPROVING  
THE UPDATED SERVICE DELIVERY STRATEGY AND  
AUTHORIZING EXECUTION BY THE APPROPRIATE OFFICIALS  
OF A REVISED SERVICE DELIVERY STRATEGY**

WHEREAS, Floyd County, Georgia, the City of Rome, and the City of Cave Spring have adopted an agreed upon Service Delivery Strategy pursuant to the Service Delivery Strategy Act (hereinafter "SDSA") of the State of Georgia;

WHEREAS, each party to this Agreement desires to approve the updated strategy and execute a Resolution approving the updated, revised strategy; and

WHEREAS, the City of Cave Spring, subsequent to the approval of this Resolution, desires and intends to forward a copy of the updated, revised portions of the strategy to the DCA;

NOW, THEREFORE, BE IT RESOLVED that the City of Cave Spring approves the updated strategy and hereby authorizes the Mayor of the City of Cave Spring to execute all documents approving of the strategy required by the DCA, and further authorizes the Clerk to forward to the DCA all documentation required in accordance with the requirements of the State law.

All resolutions, or parts of resolutions, in conflict herewith are repealed.

Approved and adopted this 9<sup>th</sup> day of February, 2010 by the Cave Spring City Council, Cave Spring, Georgia.

**CITY OF CAVE SPRING, GEORGIA**

BY: \_\_\_\_\_

  
ROB WARE, Mayor

ATTEST:

  
\_\_\_\_\_  
JUDY DICKINSON, City Clerk



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

<b>COUNTY:FLOYD COUNTY</b>	<b>Service:Airport</b>
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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.):**Floyd County**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	User Fees / Charges for Services / General Fund

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

None provided.

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

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

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Animal Control**

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.):**Floyd County**

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

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

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

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	Charges for Services / General Fund

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Animal Control	City of Rome / City of Cave Spring / Floyd County	01/31/2000 - 12/31/2009
Shelter Lease	City of Rome / Floyd County	06/28/1988 - 06/28/2038

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:

GEORGIA, FLOYD COUNTY.

ENTERED INTO MINUTES

Date: 6/23/88

Book No 27, Page No 48

Animal  
Shelter

THIS CONTRACT made and entered into as of the 28th day of June, 1988 ("the Contract"), by and between FLOYD COUNTY, GEORGIA, a Political Subdivision of the State of Georgia, acting by and through its Board of Commissioners ("the County"), and the CITY OF ROME, GEORGIA, a Municipal Corporation ("the City");

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the County and the City agree as follows:

WHEREAS, the County intends to impose, subject to the requirement of referendum approval, a special sales and use tax for a period of four years and to specify a portion of the proceeds of the tax to be used and expended for certain capital outlay projects, which include an animal shelter; and,

WHEREAS, it is contemplated that said animal shelter will be constructed on property owned by the City, and possibly located at the old City Landfill located off Mathis Road in Floyd County, Georgia; and,

WHEREAS, the construction of said animal shelter will be constructed by Floyd County with proceeds derived from the Special Purpose Local Option Sales Tax, same being a capital outlay project, to be owned by the County and operated by the County pursuant to a

contract between the County and the City, dated January 1, 1988;  
and

**WHEREAS**, the entering into this Contract is authorized under the Constitution and laws of the State of Georgia, particularly Article 9, Section 3, Paragraph 2 of the Constitution; and

**NOW, THEREFORE**, in consideration of the premises, covenants and agreements hereinafter set forth, the County and the City hereby agree as follows:

1.

The City agrees to lease to the County a two-acre tract (approximately) of land located on the old City Landfill off the Mathis Road in Floyd County, Georgia, (the exact description to be determined by the Rome City Commission), for a term of fifty (50) years, commencing on the date the County notifies the City in writing that it is ready to commence construction of the animal shelter, said lease to include right of ingress and egress to the Mathis Road; provided, however, that should the County discontinue its use of the property as an animal shelter, then said lease shall terminate, and the full use and ownership of said property shall revert to the City.

2.

The County shall pay to the City the sum of Ten and No/100 (\$10.00) Dollars for said fifty (50) year lease, said payment to be made upon commencement of the lease agreement.

3.

The County agrees to construct on said property an animal shelter pursuant to plans and specifications prepared and furnished by the County with proceeds of the tax received from the

Special Purpose Local Option One-Percent Sales Tax. The County shall be responsible for payment of any and all costs incurred in the construction of said animal shelter.

4.

The County agrees to indemnify and save harmless the City against all loss, costs or damage on account of injury to persons or property occurring in performance of the work, and/or the County's use and occupation of the property, together with any and all attorney's fees incurred by the City on account of such injuries.

5.

All other provisions and terms of the Agreement executed by Floyd County and the City of Rome on January 1, 1988, shall remain in full force and effect.

6.

As to all of the capital improvements to be constructed upon said property by the County, the County specifically reserves the right to negotiate and approve all construction contracts and to control the scheduling and implementation of the particular construction projects. The total amount expended on any improvement will be at the discretion of the County, and the County shall not pay more than the actual cost incurred for the particular project, nor shall the County pay more than the amount allocated for the particular project as reflected in its allocation and projection prepared in reference to the Special Purpose Local Option One-Percent Sales Tax. As to all expenses and costs incurred for such construction, the County shall make payment directly to the contractors and suppliers of labor and material. The approvals and

decisions specified herein shall be made by the County, with the advice and consultation of the City.

7.

If the referendum for the Special Purpose Local Option One-Percent Sales Tax fails, or if said referendum passes, but the project described herein is not funded as contemplated, then this Contract shall be null and void, and of no further force and effect.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, as of June 27, 1988.

FLOYD COUNTY, GEORGIA

BY: *C. T. Blankenship*  
C. T. BLANKENSHIP,  
Chairman

(SEAL)

ATTEST.  
*Sue Broome*  
SUE BROOME, Clerk

SIGNATURES CONTINUED ON NEXT PAGE

THE CITY OF ROME, GEORGIA

BY:   
CHAIRMAN, ROME CITY  
COMMISSION

(SEAL)

ATTEST:

  
ASST CITY CLERK

GEORGIA, FLOYD COUNTY  
AGREEMENT ANIMAL CONTROL

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between FLOYD COUNTY, GEORGIA, a political subdivision of the State of Georgia, hereinafter called "the County", THE CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "Rome", and THE CITY OF CAVE SPRING, GEORGIA, a municipal corporation, hereinafter called "Cave Spring".

WITNESSETH:

WHEREAS, The cities of Rome and Cave Spring have established their desire to enter into an agreement with Floyd County regarding the operation of animal control services countywide; and

WHEREAS, the County presently provides an animal control department for the welfare of its citizens, and has operated a joint Rome-Floyd Animal Control Department since 1988; and

WHEREAS, the original contract signed by both the County and Rome has served the citizens of Rome and Floyd County well over the past years.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

1.

TITLE OF AGREEMENT This agreement shall be known as the "Animal Control Agreement" of the County and the City.

2.

DEFINITIONS As used in this agreement, the following terms and definitions shall be applied.

a) "The County" shall mean Floyd County, Georgia.



- b) "The County Commission" shall mean the Board of Commissioners of Floyd County.
- c) "Rome" shall mean the City of Rome.
- d) "The Rome City Commission" shall mean the Rome City Commission.
- e) "Cave Spring" shall mean the City of Cave Spring.
- f) "The City Council" shall mean the City Council of Cave Spring.
- g) The "Animal Control Department" shall mean the Floyd County Animal Control Department.
- h) "Animal Control Service" shall mean and include all functions and activities related to the operation of an animal control department, including code enforcement.
- i) "Fiscal Year" shall mean January 1 through December 31 of each year of the term of this contract.
- j) "County Ordinance" shall mean the Animal Control Ordinance of Floyd County, as enacted under Part 2, Chapter 4, of the Code of Floyd County, Georgia, and as hereinafter amended.
- k) "City of Rome Ordinance" shall mean the Animal Control Ordinance of the City of Rome, Georgia, as enacted under Part 4, Chapter 4, article B of the Code of Ordinances, City of Rome, Georgia, and as hereinafter amended.
- l) "City of Cave Spring Ordinance" shall mean the Animal Control Ordinance of the City of Cave Spring.
- m) "Magistrate Court" shall mean the Magistrate Court of Floyd County.
- n) "Municipal Court" shall mean the Municipal Court of the City of Rome.
- o) "Director" shall mean the Director of the Animal Control Department, who shall be appointed by the County Manager and shall serve at his pleasure. The Director may also be designated by the Floyd County board of health as the official rabies control officer for Rome and Floyd County.
- p) "County Police Chief" shall mean the Chief of the Floyd County Police Department.
- q) "City Police Chief" shall mean the Chief of the City of Rome Police Department.
- r) "Public Safety Director" shall mean the Public Safety Director of the City of Cave Spring.
- s) "Humane Society" shall mean the Rome-Floyd Humane Society, Inc.

3.

OBLIGATIONS OF THE COUNTY For the term of this Animal Control Agreement, the County shall provide, through the Animal Control Department, animal control services to all areas of Floyd County, whether incorporated or unincorporated.

- a) The County shall operate the Animal Control Department as a separate department.
- b) The Animal Control Department shall be known as Floyd County Animal Control.
- c) All employees of the Animal Control Department will be County employees and will operated under all the general policies and benefit programs of the County.
- d) The County shall accurately account for all revenue and expenses in a separate fund. A building and equipment account will be maintained to provide for all maintenance, repair and replacement.
- e) The County will fund all operating and capital costs, including but not limited to general operating expenses; payroll; equipment maintenance; repair and replacement; and utilities, except as outlined in Paragraph 4.
- f) The County will house all impounded animals in a County-owned facility or with the Humane Society.

4.

OBLIGATION OF THE CITY OF ROME Rome will fund operating and capital costs including but not limited to general operating expenses; equipment and payroll; not to exceed the following schedule:

2000	\$75,000
2001	\$50,000
2002	\$25,000

5.

TERM This agreement shall begin on the first day of operation in 2000 and continue until December 31, 2009 and from year to year thereafter.

6.

MANAGEMENT OF ANIMAL CONTROL DEPARTMENT In the management of the Animal Control Department, the County Animal Control Director is the chief enforcement officer in charge of all animal control personnel and operations.

The personnel rules and regulations of Floyd County shall apply to all animal control personnel.

The County Manager is the Chief Executive Officer responsible for the County performance of this agreement and for the Animal Control Service provided by the Animal Control Department. In addition, the County Manager shall be the officer designated to receive all reports, notices and correspondence and to conduct all official transactions on behalf of the County for purposes of this agreement.

The Rome City Manager is the Chief Executive Officer responsible for the City of Rome performance of this agreement and is the officer designated to receive all reports, notices and correspondence and to conduct all official transactions on behalf of the City of Rome for the purposes of this agreement.

The Cave Spring Public Safety Director is the Officer responsible for the City of Cave Spring performance of this agreement and is the officer designated to receive all reports, notices and correspondence and to conduct all official transactions on behalf of the City of Cave Spring for the purposes of this agreement.

7.

**RECORDS AND REPORTS**            The records of the Animal Control Department will be open for examination and a regularly Monthly Activity Report that identifies the number of impoundments and investigations and any other pertinent information will be supplied. Records will indicate the number of investigations and impoundments in each jurisdiction.

8.

**BUDGET**            During each year of the term, the Animal Control Director shall initiate the annual budget process in a timely fashion. The County Commission shall adopt the annual budget for the Animal Control Department and provide copies of the adopted budget to the Animal Control Department.

9.

**COMMISSION OF ANIMAL CONTROL AND WELFARE**            There shall be a Commission of Animal Control and Welfare comprised of eight (8) members, two (2) of whom shall be appointed by the Rome City Commission. The term of office is four (4) years.

10.

**ENFORCEMENT**

- a) Upon information made known to the Animal Control Director, or his authorized representative, or to any county police officer, that any owner of any dog or animal is in violation of the Animal Control Ordinance of Floyd County, he or his authorized representative shall cause a citation to be issued requiring said owner of such dog or

animal to appear before the Judge of the Magistrate Court on a day and time certain, then and there to stand trial for violation of the Ordinance. Citations issued hereunder shall be pursuant to O.C.G.A. Section 15-10-63 and shall be personally served upon the person accused. Each citation shall state the time and place at which the accused is to appear for trial.

- b) Upon information made known to the Animal Control Director, or his authorized representative, or to any City of Rome Police Officer, that any owner of any dog or animal is in violation of the Animal Control Ordinance of the City of Rome, he or his authorized representative shall cause a summons to be issued requiring said owner of such dog or animal to appear before the Judge of Municipal Court on a day and time certain, then and there to stand trial for violation of the Ordinance. If a violation of this Chapter has been personally witnessed by the City of Rome Police Chief or his authorized representative, a subpoena shall be issued to the person making the complaint, to appear on the day and time set for trial, then and there to testify on behalf of the City of Rome.
- c) Upon information made known to the Animal Control Director, or his authorized representative, or to any City of Cave Spring Police Officer, that any owner of any dog or animal is in violation of the Animal Control Ordinance of the City of Cave Spring, he or his authorized representative shall cause a summons to be issued requiring said owner of such dog or animal to appear before the Judge of the Magistrate Court on a day and time certain, then and there to stand trial for violation of the Ordinance.

11.

#### FEES

- a) The County Commission shall be authorized to establish all fees for Animal Control Service, and such fees shall be set forth in the fee schedule book maintained in the Animal Control Department, and all collections derived therefrom shall become the revenue of the County.
- b) All fines generated from Animal Control cases taken before the Magistrate Court will be revenue of the County. All fines generated from Animal Control cases taken

before the Rome Municipal Court, except for cases involving special circumstances, (i.e. vicious animals), shall become the revenue of the County.

12.

AMENDMENTS This agreement cannot be amended, modified, changed, discharged or terminated except by a writing signed by the parties upon proper authority.

13.

#### TERMINATION

- a) The City of Rome or the City of Cave Spring may terminate their portion of this agreement effective at the end of the term provided that the City of Rome or the City of Cave Spring has given notice of the intent to terminate no less than six (6) months prior to the end of the term.
- b) Notice of termination must be in writing, addressed and delivered to the County Manager with respect to the County to the Rome City Manager with respect to the City of Rome, and to the Mayor of Cave Spring with respect to the City of Cave Spring.
- c) The party electing to terminate shall pay any special costs brought about by termination including any unemployment compensation due to employee layoff.


14.

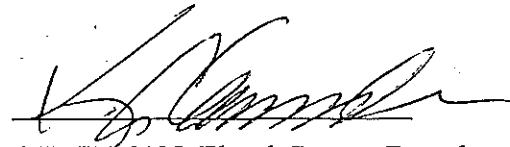
EXECUTION The parties hereto shall cause to be done all things necessary to execute this contract and give it full force and effect.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

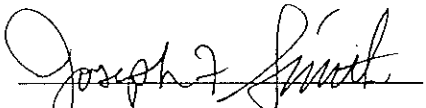
FLOYD COUNTY, GEORGIA

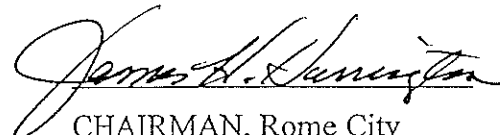
  
County Clerk

  
CHAIRMAN, Floyd County Board  
of Commissioners

ATTEST:


CITY OF ROME, GEORGIA

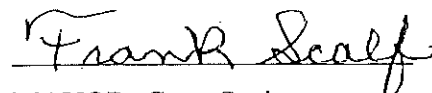
  
City Clerk

  
CHAIRMAN, Rome City  
Commission

ATTEST:

CITY OF CAVE SPRING,  
GEORGIA

  
City Clerk

  
MAYOR, Cave Spring



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Bridge Maintenance**

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.): **Floyd County maintains all bridges in unincorporated Floyd County as well the City of Cave Spring. In addition, Floyd County maintains the South Broad Bridge crossing the Etowah River in the City of Rome's incorporated area. The City of Rome maintains all other bridges (not maintained by GDOT) within its incorporated area.**

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

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

**No**

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

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



**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	General Funds
City of Rome	General Funds

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

None provided.

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>

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

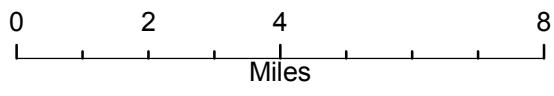
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No


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

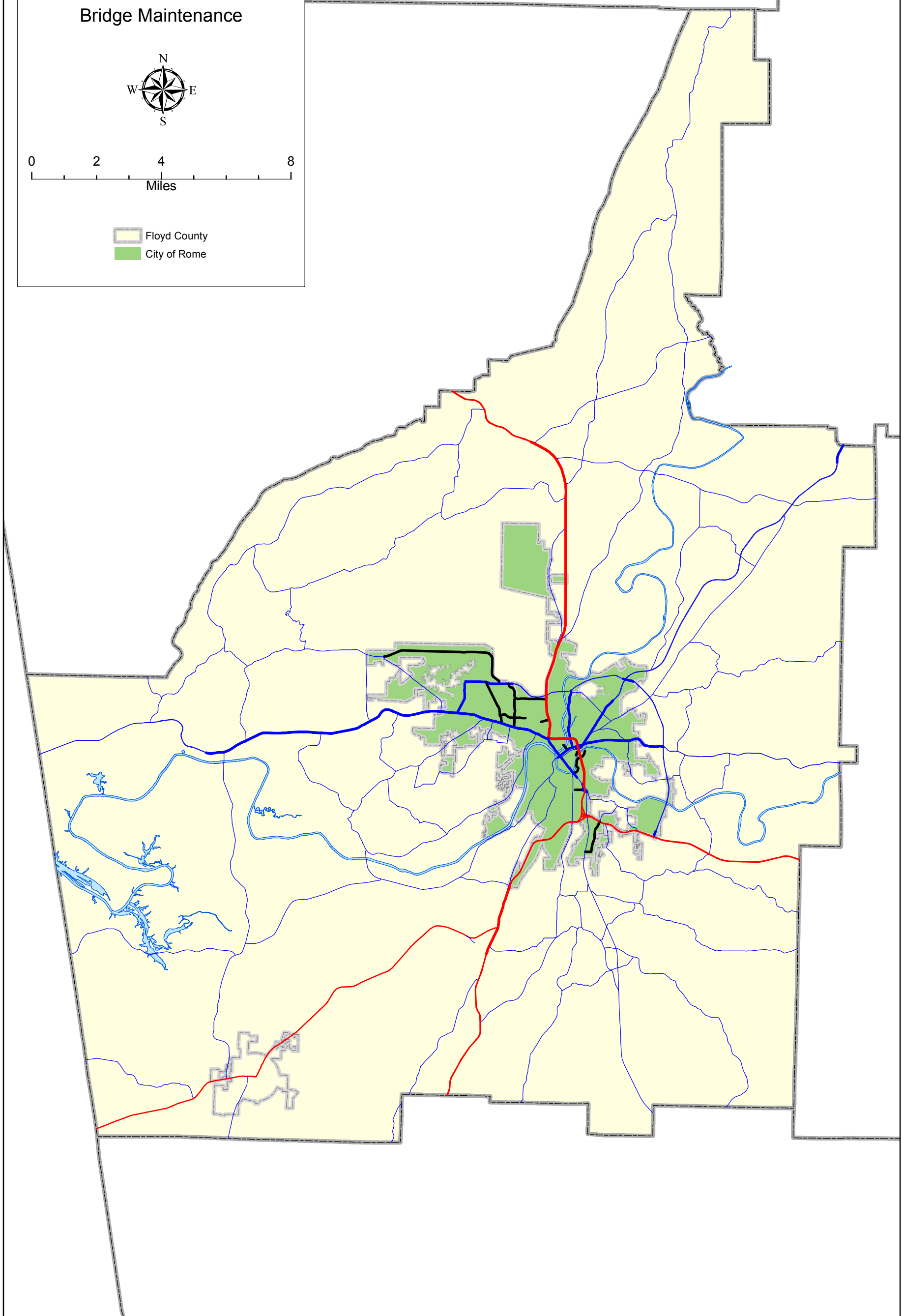
# City of Rome, Cave Spring and Floyd County

## Service Delivery Strategy

### Bridge Maintenance



-  Floyd County
-  City of Rome





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Building Inspection and Planning Services**

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.):**City of Rome**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Rome	Enterprise Funds - Permit Fees
Floyd County	Enterprise Funds - Permit Fees

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

None provided.

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>
Planning & Building Inspection	Rome/Floyd County/Rome-Floyd Planning Commission	12/05/2005 - 12/31/2010

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**ROME-FLOYD COUNTY PLANNING COMMISSION AND  
ROME/FLOYD COUNTY BUILDING INSPECTION AGREEMENT**

THIS AGREEMENT, made and entered into as of the 5 day of DECEMBER, 2005, between the parties Floyd County, Georgia, a political subdivision of the State of Georgia, hereafter referred to as the "County", and The City of Rome, Georgia, a municipal corporation of the State of Georgia, hereafter referred to as the "City" The Rome-Floyd County Planning Commission joins in execution only to the extent that the provisions thereof relate to and encompass its duties and obligations..

**WITNESSETH:**

WHEREAS, the City operates the offices of the Rome/Floyd County Building Inspection Department, the office of Environmental Services and a joint city/county Planning Commission known as the Rome-Floyd County Planning Commission, hereafter referred to as the "Planning Commission," which serve the citizens of Rome and Floyd County and has done so for a number of years; and

WHEREAS, the City and County desire to continue the services provided by the Rome/Floyd County Building Inspection Department, the office of Environmental Services and the Planning Commission; and

WHEREAS, the governing bodies of the City and the County, desiring to foster and encourage the equitable taxation of the citizens of the City and County and greater mutual cooperation and better services for all, have met and discussed proposals which appear to be fair and equitable, and have authorized the within formal contract; and

WHEREAS, the parties desire to establish a joint oversight committee which shall review the operations of these departments according to the terms of this agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertaking hereinafter set forth, the parties agree as follows:

1.

**TITLE OF AGREEMENT.** This agreement shall be known as the "Rome-Floyd County Planning Commission and Rome/Floyd County Building Inspection Agreement" of the City and County.

2.

**DEFINITIONS.** As used in this agreement, the following terms and definitions shall be applied:

(a) The "City" shall mean the City of Rome.

- (b) The “City Commission” shall mean the Rome City Commission.
- (c) The “County” shall mean Floyd County, Georgia.
- (d) The “County Commission” shall mean the Board of Commissioners of Floyd County, Georgia.
- (e) The “Building Inspection Department” or the “Department” shall mean the Rome/Floyd County Building Inspection Department.
- (f) “Building Inspection Services” shall mean and include all functions and activities incidental to the operation of a building inspection office, including required inspection services general code enforcement, and Zoning Code enforcement.
- (g) “Building Inspection Enterprise Fund” shall mean the City-County Building Inspection Enterprise Fund as described in Paragraph 6 hereof.
- (h) “Planning Commission” shall mean the Rome-Floyd County Planning Commission as established under authority of the 1983 Constitution of the State of Georgia and all staff and services provided thereby.
- (i) “Fiscal Year” shall mean January 1<sup>st</sup> through December 31<sup>st</sup> of each year of the term of the contract.
- (j) “Committee” shall mean the Joint City-County Development Oversight Committee.
- (k) “Planning Department” shall mean the Rome-Floyd County Planning Department and staff.
- (l) “Rome/Floyd Environmental Services Department” shall mean the City’s office of Environmental Services.
- (m) “Planning Department Enterprise Fund” shall mean the City-County Enterprise Fund as described in Paragraph 13 hereof.

3.

**OBLIGATION OF THE CITY.** For and during the term set out in this Agreement, the City shall provide, through the Building Inspection Department, building inspection services to the unincorporated areas of the County. All employees of the Department shall be City employees and subject to the personnel policies of the City. For the term of this agreement, the City shall also provide, through the Rome/Floyd Planning Department, planning services for all of Floyd County including the City of Rome. The

City shall also provide environmental information services for the County through the Environmental Services Department.

4.

**TERM.** The term of this agreement shall be January 1, 2005 and shall extend through and including December 31, 2010 unless terminated in accordance with the terms hereof. The Agreement shall continue from year to year after the initial term until and unless terminated in accordance with the provisions herein.

5.

**JOINT CITY-COUNTY DEVELOPMENT OVERSIGHT COMMITTEE ESTABLISHED**

There is hereby established a joint City-County Development Oversight Committee, in order to regularly inform and report to both the City and County upon the activities and future plans of the Building Inspection Department, Planning Commission, Planning Department, and the Environmental Services Department and to provide an additional means of oversight for each. The Joint City-County Development Oversight Committee, hereinafter "Committee," as agent for the City and the County shall have the authority and responsibilities herein prescribed.

- (a) **Membership.** The Committee shall consist of the following members: two (2) City Commissioners designated by the City Commission; two (2) County Commissioners designated by the County Commission. These members shall serve at the pleasure of their respective appointing commissions. The City Manager; and the County Manager shall also serve as non-voting ex-officio members. The Committee shall operate and shall have the authority and responsibilities as herein prescribed:
- (b) **Officers.** The Committee shall elect annually, as chairman, a commissioner from either the City or the County and, as vice-chairman, a commissioner from the other of the City or the County. The position of chairman shall alternate annually between the commissioners of City and the County.
- (c) **Secretary.** The City shall provide a secretary to record the minutes of each meeting and to provide each committee member and all City and County Commissioners with a copy of said minutes in a timely fashion.
- (d) **Meetings.** The Committee shall meet at least monthly and at such other times as the Committee shall determine necessary for the fulfillment of its duties. All regular monthly meetings shall be scheduled as far in advance as possible with reasonable notice to all members. Meetings may be called by the Chair of the Committee or by any two voting members of the Committee in accordance with Title 50, Chapter 14 of the Official Code of Georgia as now existing or

as hereafter amended. Meetings may be cancelled only upon agreement of three voting members or by mutual agreement of the City and County managers.

- (e) Voting. Except as herein provided, no action shall be taken by the Committee unless approved by three voting members. If the City or county shall fail to be represented by any voting member at two consecutive, properly called meetings where both of the representatives of the other Commission are present, then the Committee members who are present at the third consecutive properly called meeting may vote upon any business properly coming before the Committee at that meeting and shall make decisions at that meeting by a simple majority vote.
- (f) The Committee shall provide oversight to and recommend to the City and County Commissions budgets for the Planning Department, Building Inspection Department and Environmental Services Department as more specifically set forth herein. The Committee shall also recommend to the city and County Commissions any changes to be made to the rate schedules of the Building Inspection Department and Planning Department. The Committee shall undertake such other and further responsibilities as shall be agreed upon from time to time by the parties hereto.
- (g) The City Manager and County Manager or their designee, using information provided by the Planning Department, Building Inspection Department, and Environmental Services Department shall present a proposed budget to the committee no later than the regularly scheduled October meeting of the Committee each year. The Committee shall recommend an annual budget for each of the Departments together with any recommended rate changes for the Building Inspection Department and Planning Department to the City and County Commissions no later than the regularly scheduled November meeting of the Committee each year. The City and County Commissions shall approve an annual budget for each department no later than a scheduled December meeting of the City Commission and County Commission each year. An amended budget may be submitted from time to time to the City and County Commissions for approval.
- (h) At each monthly meeting, there shall be a report presented on the general activities of the Building Inspection Department, the Planning Department and the Environmental Services Department for the previous month. A report shall also be generated, at least annually, detailing the yearly activities of each Department.
- (i) All records of each department shall be open for examination by a City or County representatives. The City Finance Department will present a monthly and annual budget report to the Committee. Special reports will be provided



by the departments to the Committee as from time to time may be reasonably requested.

6.

**BUILDING INSPECTION ENTERPRISE FUND.** For the purpose of providing Building Inspection Services, there is an established City-County Building Inspection Enterprise Fund (the “Building Inspection Enterprise Fund”).

7.

**BUILDING INSPECTION DEPARTMENT REVENUE:** All revenues, plus any accumulated interest, generated by the Building Inspection Department shall go into the Building Inspection Enterprise Fund. If at the end of the year, there is a shortfall in said fund that will not cover operating and capital expenses of the Department, the City and County will finance any shortfall as agreed upon in Paragraph 9.

8.

**MANAGEMENT OF BUILDING INSPECTION DEPARTMENT.** In the management of the Building Inspection Department, the Chief Building Official shall be the chief enforcement officer in charge of all building inspection personnel and the operation of the Department using the City’s personnel policies. The evaluation of the Chief Building Official shall be conducted by the City and County managers. Any vacancy in the position of Chief Building Official shall be filled after interviews by and joint approval of the County Manager and the City Manager. The Chief Building Official will be appointed as a Department Director in accordance with the City personnel policy.

9.

**BUILDING INSPECTION DEPARTMENT FUNDING.**

- (a) Funding - the City and County have established a Building Inspection Enterprise Fund to pay the operating and capital expenditures of the Building Inspection Department.
- (b) Deficit Funding - if necessary, payment by the parties for operation and capital requirements of the Building Inspection Department which are in excess of the fee revenues from the Building Inspection Enterprise Fund shall be allocated between the City and the County and shall be based upon the proportion of revenues generated within the incorporated limits of the City and those revenues generated within the unincorporated area of the County for the previous five (5) year period. For example, if the Department’s revenue from fees generated in the City account for forty percent (40%) of the total Department revenue for the preceding five (5) years, and the revenue generated in the unincorporated area County accounts for sixty percent (60%)

of total Department revenue, then any short fall in the funds needed to operate the Department in a given year shall be apportioned between the parties such that the City shall pay forty percent (40%) of the amount needed to cover the operating and capital deficit and County shall pay the remaining sixty percent (60%) of such deficit.

- (c) The City Commission and the County Commission shall be authorized to establish all fees for permits, inspections, and related work within their respective jurisdictions and such fees shall be set forth in a fee schedule book maintained in the Building Inspection Department and all collections derived therefrom shall become the revenue of the Building Inspection Enterprise Fund. To whatever extent possible, the parties will strive to set the same fee structure for both the City and County.
- (d) If the fund balance exceeds \$100,000, or three months operating expense, whichever is greater, at the end of any given year, a surplus will be declared. The surplus (the amount in excess of \$100,000 or in excess of three months operating expenses, if three months operating expenses are greater than \$100,000) shall be disbursed as follows: the surplus will first be disbursed to refund, pro rata, to the City and County any funds paid in excess of revenues as required in paragraph 9(b). Otherwise, the allocation between the City and the County shall be based upon the proportion of revenues generated within the incorporated limits of the City and those revenues generated within the unincorporated area of the County for the previous five (5) year period. For example, if the Department's revenue from fees generated in the City account for forty percent (40%) of the total Department revenue for the proceeding five (5) years, and the revenue generated in the unincorporated area of the County accounts for sixty percent (60%) of total Department revenue, then the surplus will be disbursed to the parties such that the City shall receive forty percent (40%) of the surplus funds over \$100,000 and the County shall receive the remaining sixty percent (60%) of such surplus funds. Surplus funds may be budgeted for the following year's budget upon approval of the Committee.

10.

**BOARD OF APPEALS AND ADJUSTMENTS.** The Board of Appeals and Adjustments shall be created and maintained as provided in the Unified Land Development Code.

11.

**MANAGEMENT OF PLANNING DEPARTMENT:** In the management of the Planning Department, the Planning Director shall oversee all planning personnel and operation of the Planning Department using the City's personnel policies. The evaluation of the Planning Director shall be conducted by the City Manager and County Manager.

When selecting a new Planning Director, a search committee consisting of two representatives from the Planning Commission (one appointed by the City and one appointed by the County), the City Manager and the County Manager shall be formed to make recommendations regarding a new Planning Director. The Planning Director shall be selected by agreement of the City Manager and County Manager. The Planning Director is appointed as a City Department Director by the City Manager in accordance with the City's personnel policy.

The Transportation/Transit Planner and Geographic Information Systems Manager will be selected by the Planning Director, County Manager, and City Manager as part of a search committee.

The Planning Director will call a quarterly meeting with the County Manager, City Manager, and the Chairman of the Planning Commission to review operations. A report of this meeting shall be presented to the Oversight Committee at its next regularly scheduled meeting.

12.

**PLANNING DEPARTMENT FUNDING.**

- (a) Funding – the City and County have established a Planning Department Enterprise Fund to pay operating and capital expenditures of the Planning Department. The cost to operate the Planning Department after taking into consideration revenues generated by the department shall be borne equally by the City and the County.
- (b) Planning Department Revenue – All revenues, plus any accumulated interest, generated by the Planning Department shall go into the Planning Department Enterprise Fund. All fees will be approved by the Oversight Committee and made part of the Planning Department Budget.

13.

**PLANNING SERVICES:** The Planning Commission will consider, make recommendations upon, and where authorized to do so, take action regarding activities within the municipal limits of the City of Rome and within unincorporated Floyd County.

The time limit within which a recommendation of the Planning Commission is due will be as stated in those laws of the City of Rome, Floyd County and the State of Georgia which govern the specific activities of the Planning Commission.

14.

**APPOINTMENT AND TERMS OF PLANNING COMMISSION MEMBERS:** The Planning Commission members, appointments, and terms shall be established in

accordance with the laws of the City of Rome and Floyd County and the State of Georgia.

The Planning Department staff is responsible for staffing the Planning Commission and performing services including maintenance of and implementation of zoning maps and the Unified Land Development Code pertaining to land use planning, transportation planning, comprehensive planning, and GIS mapping. The Planning Department shall process all rezoning, special use permit, and annexation applications including legal advertising, adjacent property notices and other notices required by code. Any special projects requested of the planning department must be requested in writing through the City Manager or County Manager.

15.

**INSURANCE:** The City shall obtain and provide insurance coverage with respect to the Building Inspection Services and Department , Planning Department and Environmental Services Department employees. Such insurance shall include and be charged to the appropriate fund:

- (a) Workers' Compensation
- (b) Employer's liability
- (c) Public liability (personal injury and death)
- (d) Public Liability (property damage)
- (e) Automobile liability (personal injury and death)
- (f) Automobile liability (property damage)
- (g) Public officials' liability
- (h) Fire and casualty
- (i) Contractual coverage (for the within indemnification)

Floyd County shall be authorized to purchase with Building Inspection Enterprise Funds and Planning Department Enterprise Funds employer's liability, public liability (personal injury and death), public liability (property damage) and public officer liability coverage for the County, its elected officials, and employees with respect to Building Inspection services, Planning Department services, and Environmental Services Department services.

16.

**INDEMNIFICATION:** During the term of this Agreement, the City agrees, to the extent covered by it's applicable insurance, to defend, indemnify and hold harmless the County and its employees from any and all liability, loss, demands, suits, actions and claims, including reasonable costs and attorney's fees, which result from or arise out of the services performed by the departments covered by this Agreement. In the event the City becomes obligated or is otherwise notified or called upon to defend or indemnify the County, the City may elect, in its sole discretion, to assume and control the defense of any such claim, charge, or action. If such election is made, the City shall select counsel

to represent the County from an *AV* rated law firm, as established by Martindale-Hubbell, with appropriate litigation experience. Notwithstanding anything herein to the contrary, the City shall not be obligated to indemnify the County for any claim challenging the legality or constitutionality a County ordinance. In the event of any claim or litigation against one or both of the parties or their respective officials arising out of the services performed by the Departments covered by this Agreement, the parties shall cooperate and mutually support each other in the vigorous defense of such claim or action.

17.

**STATUTES AND CODES:** The City and County shall strive to have uniform statutes and codes adopted for ease of enforcement and applicability throughout the development community. If determined to be in its best interest, each jurisdiction may deviate from the Unified Land Development Code. The City and County shall adopt and maintain the same state-mandated building codes and procedures, as required by O.C.G.A. Section 8-2-20, *et seq.*

18.

**TERMINATION.**

- (a) Either party may terminate this agreement for cause should either party fail to promptly pay any of its financial obligations hereunder when such default continues for a period of 90 days after notice to the party of such non-payment.
- (b) Either party may terminate this agreement should the other fail to perform any other material obligation hereunder and such default continues for a period of 30 days after notice to the other party of such default.
- (c) Either party may terminate this Agreement without cause by providing notice as set forth herein of its intent to terminate this Agreement; and termination shall be effective 12 months following delivery of said notice.
- (d) Notice of termination must be in writing, addressed and delivered to the City Manager with respect to the City and to the County Manager with respect to the County.
- (e) The party electing to terminate shall pay any special costs brought about by the termination of this Agreement, including any unemployment compensation due to employee layoff.

19.

**AUTHORITY.** The City Manager is the Chief Executive Officer responsible for the City's performance of this agreement. In addition, the City Manager is the officer designated to receive all reports, notices and correspondence and to conduct all official transactions on behalf of the City for the purpose of this agreement.

The County Manager is the Chief Executive Officer responsible for the County performance of this agreement and shall be the officer designated to receive all reports,

notices and correspondence and to conduct all official transactions on behalf of the County for the purpose of this agreement.

20.

**AMENDMENTS.** This agreement shall not be amended, modified, changed, discharged or terminated except in writing signed by the City and the County's authorized representatives.

21.

**SEVERABILITY.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

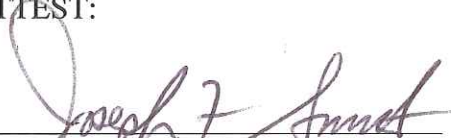
22.

**EXECUTION.**

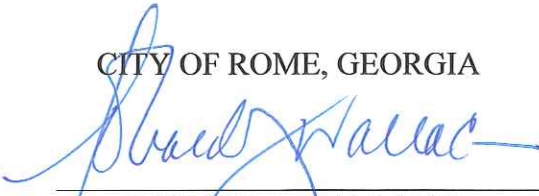
The parties and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

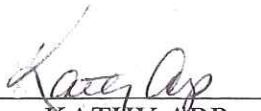
ATTEST:

  
\_\_\_\_\_  
JOSEPH F. SMITH  
CITY CLERK  
12-5-2005

CITY OF ROME, GEORGIA

  
\_\_\_\_\_  
RONALD J. WALLACE  
MAYOR  
ROME CITY COMMISSION

ATTEST:

  
\_\_\_\_\_  
KATHY ARP  
COUNTY CLERK

FLOYD COUNTY, GEORGIA

  
\_\_\_\_\_  
CHUCK HUFSTETLER  
CHAIRMAN  
FLOYD COUNTY COMMISSION

ROME-FLOYD COUNTY  
PLANNING COMMISSION

*Brian W. Hayter*  
\_\_\_\_\_  
CHAIRMAN



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Community Development - Downpayment Assistance**

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.):**Floyd County recently expanded a City of Rome program county-wide through the award of a Community Housing Improvement Program (CHIP) award from DCA to Floyd County. Floyd County acts as the fiscal agent, and contracts with the City of Rome Community Development Department as well as the Appalachian Housing Counseling Agency to implement the program for all Floyd County residents.**

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

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

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

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

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

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

**No**

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

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



## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	HUD Grant Funds

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

None provided.

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>
CHIP MOA	City of Rome / Floyd County	01/13/2009
Rome Floyd Addendum	City of Rome / Floyd County	10/06/2008
Floyd AHCA Addendum	Floyd County / AHCA	10/06/2008

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**DCA ADDENDUM TO ADMINISTRATIVE  
SERVICES CONTRACT – CHIP Program**

*(Fill in the names of the parties to this addendum and the CHIP award number in the spaces provided below for identification purposes only. Please fully execute this addendum on page three (3) by both parties named below.)*

**CHIP Local Government State Recipient:**

Floyd County  
Board of Commissioners

**CHIP Award No.**

08m-y-057-1-6006

**CHIP Administrator or Consultant**

Appalachian Housing  
Counseling Agency

The Georgia Department of Community Affairs (“DCA”) requires this Addendum to each administrative services contract (the “Contract”) between a city or county recipient of HOME funds (the “Recipient”) and each contractor or consultant providing administrative services to the Recipient relating to the use and administration of those funds (“Contractor”) to ensure that the requirements of the HOME Regulations at 24 CFR section 92.504(c)(1) are met (24 CFR section 92.1 *et seq.* are referred to as the “HOME Regulations”). Consequently, with respect to such Contract, the undersigned Recipient and Contractor agree that the following provisions are part of the Contract and further agree that, if there is a conflict between this Addendum and the Contract, this Addendum shall control:

1. Use of HOME Funds. Recipient and Contractor acknowledge and agree that DCA has provided HOME funds (the “Funds”) to Recipient under DCA’s CHIP program, which funds are to be used only to be used in connection with the CHIP program and for the activities that are specified and outlined in the written award of the Funds from DCA to Recipient. Each use of Funds by Recipient for an individual activity or project under the CHIP program shall be pursuant to a budget and schedule prepared for each such activity or project.

2. Affordability Requirement. Recipient and Contractor acknowledge and agree that the Funds are only to be used in connection with housing that meets the affordability requirements of section 92.252 or 92.254 of the HOME Regulations and further acknowledge and agree that, if the Funds are used in connection with a housing activity or project that does not meet those requirements, Recipient will be required to repay DCA all Funds so used.

3. Program Income. Recipient and Contractor acknowledge and agree that all program income will be paid to DCA, unless DCA and Recipient have a written agreement to the contrary, in which event that written agreement shall control.

**DCA Addendum to Administrative Services Contract – CHIP Program,  
Page 2**

4. Uniform Administrative Requirements. Recipient and Contractor must comply with the applicable uniform administrative requirements found in section 92.505 of the HOME Regulations.

5. Project Requirements. Recipient and Contractor acknowledge and agree that each project for which Funds are used must comply with those parts of subpart F of the HOME Regulations that are applicable to such project and CHIP.

6. Program Requirements. Recipient and Contractor must carry out each such project or activity in compliance with the Federal laws and regulations described in subpart H of the HOME Regulations, not including DCA's responsibility for release of funds under section 92.352 and the intergovernmental review process in section 92.357.

7. Affirmative Marketing. If the Funds are to be used for housing containing 5 or more assisted units, Recipient and Contractor must comply with the applicable affirmative marketing responsibilities set forth in section 92.351 of the HOME Regulations.

8. Requests for Funds. Recipient and Contractor agree that they may not request Funds until they are needed to pay eligible costs, the amount request must be limited to the amount so needed, and program income shall be used first (if, by separate agreement, DCA and Recipient have agreed that Recipient may use program income).

9. Records and Reports. Recipient and Contractor shall maintain records showing the use of the Funds and the eligibility of the project and recipient that receives Funds and shall keep any other records and render any reports that DCA may specify are needed to meet DCA's responsibilities for recordkeeping and reporting.

10. Enforcement and Remedies. Recipient and Contractor understand and agree that the affordability requirements applicable to each project or activity for which Funds are used must be enforceable. Unless DCA otherwise agrees, they shall be imposed and enforceable by restrictive covenants that run with the land contained in a security deed, which deed shall be recorded in the real estate records of the County in which such project or activity is located. The form and substance of such covenants are subject to DCA's approval. If there is a breach of the HOME requirements by the Recipient or Contractor, DCA may demand the return of the Funds in question, and, if there is a material breach of the HOME requirements by the Recipient or Contractor, DCA may terminate or suspend the Recipient from the CHIP program.

DCA Addendum to Administrative Services Contract – CHIP Program,  
Page 3

11. Term. The term of the Contract shall apply to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum on  
October 06, 2008.

RECIPIENT:

Floyd County  
Board of Commissioners  
[insert name of State Recipient above]

CONTRACTOR:

Gopalachari Honing Consulting  
[insert name of contractor/consultant above]

By:

Jerry Jennings  
Title: Chairman

By:

Stephen D. Hudson  
Title: Executive Director

**DCA ADDENDUM TO ADMINISTRATIVE  
SERVICES CONTRACT – CHIP Program**

*(Fill in the names of the parties to this addendum and the CHIP award number in the spaces provided below for identification purposes only. Please fully execute this addendum on page three (3) by both parties named below.)*

**CHIP Local Government State Recipient:** Floyd County

**CHIP Award No.** 08m-y-057-1-6006

**CHIP Administrator or Consultant** City of Rome

The Georgia Department of Community Affairs (“DCA”) requires this Addendum to each administrative services contract (the “Contract”) between a city or county recipient of HOME funds (the “Recipient”) and each contractor or consultant providing administrative services to the Recipient relating to the use and administration of those funds (“Contractor”) to ensure that the requirements of the HOME Regulations at 24 CFR section 92.504(c)(1) are met (24 CFR section 92.1 *et seq.* are referred to as the “HOME Regulations”). Consequently, with respect to such Contract, the undersigned Recipient and Contractor agree that the following provisions are part of the Contract and further agree that, if there is a conflict between this Addendum and the Contract, this Addendum shall control:

1. Use of HOME Funds. Recipient and Contractor acknowledge and agree that DCA has provided HOME funds (the “Funds”) to Recipient under DCA’s CHIP program, which funds are to be used only to be used in connection with the CHIP program and for the activities that are specified and outlined in the written award of the Funds from DCA to Recipient. Each use of Funds by Recipient for an individual activity or project under the CHIP program shall be pursuant to a budget and schedule prepared for each such activity or project.

2. Affordability Requirement. Recipient and Contractor acknowledge and agree that the Funds are only to be used in connection with housing that meets the affordability requirements of section 92.252 or 92.254 of the HOME Regulations and further acknowledge and agree that, if the Funds are used in connection with a housing activity or project that does not meet those requirements, Recipient will be required to repay DCA all Funds so used.

3. Program Income. Recipient and Contractor acknowledge and agree that all program income will be paid to DCA, unless DCA and Recipient have a written agreement to the contrary, in which event that written agreement shall control.

**DCA Addendum to Administrative Services Contract – CHIP Program,  
Page 2**

4. Uniform Administrative Requirements. Recipient and Contractor must comply with the applicable uniform administrative requirements found in section 92.505 of the HOME Regulations.

5. Project Requirements. Recipient and Contractor acknowledge and agree that each project for which Funds are used must comply with those parts of subpart F of the HOME Regulations that are applicable to such project and CHIP.

6. Program Requirements. Recipient and Contractor must carry out each such project or activity in compliance with the Federal laws and regulations described in subpart H of the HOME Regulations, not including DCA's responsibility for release of funds under section 92.352 and the intergovernmental review process in section 92.357.

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8. Requests for Funds. Recipient and Contractor agree that they may not request Funds until they are needed to pay eligible costs, the amount request must be limited to the amount so needed, and program income shall be used first (if, by separate agreement, DCA and Recipient have agreed that Recipient may use program income).

9. Records and Reports. Recipient and Contractor shall maintain records showing the use of the Funds and the eligibility of the project and recipient that receives Funds and shall keep any other records and render any reports that DCA may specify are needed to meet DCA's responsibilities for recordkeeping and reporting.

10. Enforcement and Remedies. Recipient and Contractor understand and agree that the affordability requirements applicable to each project or activity for which Funds are used must be enforceable. Unless DCA otherwise agrees, they shall be imposed and enforceable by restrictive covenants that run with the land contained in a security deed, which deed shall be recorded in the real estate records of the County in which such project or activity is located. The form and substance of such covenants are subject to DCA's approval. If there is a breach of the HOME requirements by the Recipient or Contractor, DCA may demand the return of the Funds in question, and, if there is a material breach of the HOME requirements by the Recipient or Contractor, DCA may terminate or suspend the Recipient from the CHIP program.

**DCA Addendum to Administrative Services Contract – CHIP Program,  
Page 3**

11. Term. The term of the Contract shall apply to this Addendum.

**IN WITNESS WHEREOF**, the undersigned have executed this Addendum on  
October 06, 2008.

RECIPIENT:

CONTRACTOR:

Floyd County Board of Commissioners  
[insert name of State Recipient above]

CITY OF ROME  
[insert name of contractor/consultant above]

By: [Signature]

By: [Signature]

Title: Chairman  
Floyd County Board of Commissioners

Title: CITY MANAGER

# MEMORANDUM OF AGREEMENT

## BETWEEN

### THE CITY OF ROME AND THE COUNTY OF FLOYD

#### FOR ADMINISTRATION OF THE 2008 COMMUNITY HOME INVESTMENT PROGRAM DOWNPAYMENT ASSISTANCE PROGRAM

Grant # 08m-y-057-1-6006

#### Overview

The Floyd County Board of Commissioners approved an application prepared by the City of Rome Community Development Department in April 2008 for a Community HOME Investment Program Grant (CHIP) funds that, if approved, would be used to assist 30 eligible first time homebuyers purchase homes in Floyd County, including Rome and Cave Spring.

The grant application was approved by the Georgia Department of Community Affairs on September 16, 2008 from their annual allotment of Small Cities CHIP funds. It was the intention of both parties that the City of Rome through its Community Development Department be the implementing Agency for this Program. Toward that end, this memorandum of agreement has been prepared to define this relationship and the specific responsibilities of each government.

The CHIP Downpayment Assistance Program Deferred Payment loans will be cash flowed by Floyd County as they arise during the term of the project. Floyd County will be reimbursed for expenses incurred by drawdowns from the referenced Grant.

#### 1) Responsibilities of the City of Rome Community Development Department:

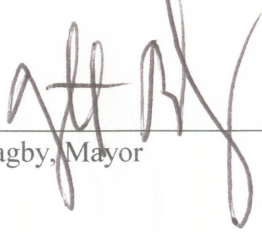
- a. Overall management of the project, in partnership with the Appalachian Housing Counseling Agency (AHCA), the Rome/Floyd Building Inspection Department, participating lenders, and realtors will be in accordance with the HOME Regulations at 24 CFR section 92.504 (c) (1) and other federal, state and regulations. Responsibilities will include:
  - Assisting the AHCA with the Affirmative Marketing and MBE/WBE Plan and application-intake and pre-qualifying
  - Individual Project File set-ups, management and close-out with DCA
  - Assisting the lender and closing attorney with loan underwriting of first mortgage loan and CHIP Deferred Payment Loans
  - Attending loan closings on each individual project
  - Complete and submit request for drawdown of funds to DCA on approval of the County
  - Reporting activities as required to DCA and as needed by Floyd County
  - Retention of Project and Program records during the affordability period.



2) Responsibilities of Floyd County as State Recipient:

- a. Financial management to include: bank accounts; invoice payments; and assisting the City of Rome Community Development Department with draw requests and reporting requirements.
- b. Execution of all loan documents.
- c. Retention of Project and Program records after Program closeout and affordability period has expired.
- d. Audit requirements of the Program.


**ROME CITY COMMISSION**



---

Wright Bagby, Mayor

**ATTEST:**



---

Joseph F. Smith, City Clerk

**FLOYD COUNTY  
BOARD OF COMMISSIONERS**



---

John Mayes, Chairman 1-13-09

**ATTEST:**



---

Kathy M. Arp, County Clerk



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service: Court Services**

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.): **Floyd County**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	Fines and Forfeitures / General Fund

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

None provided.

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>

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Day Care**

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:  
**City of Cave Spring**

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Cave Spring	General Fund

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

None provided.

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>

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:E-911 / Emergency Management**

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.):**Floyd County**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	Charges for Services / General Fund / Intergovernmental

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
E-911 / Emergency Mgmt.	City of Rome / City of Cave Spring / Floyd County	10/26/1999 - 12/31/2009

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

GEORGIA, FLOYD COUNTY  
AGREEMENT 911 SYSTEM  
AND EMERGENCY MANAGEMENT AGENCY

This agreement made and entered into this 26<sup>th</sup> day of October, 1999, by and between The City of Rome, Georgia, a municipal corporation, hereinafter called "Rome", The City of Cave Spring, Georgia, a municipal corporation, hereinafter called "Cave Spring", and Floyd County, a political subdivision of the State of Georgia, hereinafter called "the County."

WITNESSETH:

Whereas the cities of Rome and Cave Spring have established their desire to enter into an agreement with Floyd County regarding the operation of an enhanced 911 Emergency Phone System and Emergency Management Agency (EMA) countywide; and

Whereas, Rome and the County have cooperatively operated and funded a joint 911 system since December 8, 1987, and an EMA since 1968.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties do hereby agree as follows:

1.

INTENT        The intent of this agreement is for the County to operate a 911 Emergency Phone System, a Centralized Radio Dispatch System, and an EMA for the cities of Rome and Cave Spring.

2.

DEFINITIONS        As used throughout this Agreement the following terms shall have the meaning set forth below:

- a) "Rome" shall mean the City of Rome, Georgia.
- b) "Cave Spring" shall mean the City of Cave Spring, Georgia



- c) "The City Commission" shall mean the Rome City Commission.
- d) "The County" shall mean Floyd County, Georgia.
- e) "The County Commission" shall mean the Board of Commissioners of Floyd County.
- f) "911 system" shall mean an enhanced 911 Emergency Phone System operation and the Centralized Radio Dispatch for the Floyd County Police Department, the City of Rome Police Department, the City of Cave Spring Police Department, the City of Cave Spring Fire Department, Rome Fire Department, Floyd County Sheriff Department, Floyd Ambulance Service and Emergency Management Agency.
- g) "911 Fund" shall mean the special fund established to handle all funds for the 911 Emergency Phone System.
- h) "911 Director" shall mean the Director of the 911 system, who shall be appointed by the County Manager and shall serve at his pleasure. The City and County Managers will interview any new appointment and both must approve the appointment.
- i) "EMA" shall mean the Emergency Management Agency that handles all emergency situations countywide and is designated by the state of Georgia as the local EMA in order to receive state funding.
- j) "EMA Director" shall mean the Director of the EMA, who shall be appointed by the County Manager and shall serve at his pleasure. The City and County Managers will interview any new appointment and both must approve the appointment.

3.

TERM            This agreement shall begin on the first day of operation in 2000 and continue until December 31, 2009 and from year to year thereafter.

4.

OBLIGATION OF ROME

Until such time that the County takes over complete operation of the 911 system, the following shall apply:

- a) Rome shall operate the 911 Emergency Phone System and EMA as a separate department.
- b) All employees of the 911 system will be Rome employees and will operate under all the general policies and benefit programs of Rome.
- c) Rome shall accurately account for all revenue and expenses in a separate fund. A building and equipment account will be funded and maintained to provide for all maintenance, repair and replacement.
- d) Rome will fund operating and capital costs including but not limited to general operating expenses; equipment and payroll; not to exceed the following schedule:

2000	\$75,000
2001	\$50,000
2002	\$25,000

After 2002, Rome and Cave Spring will not be responsible for any operating or capital costs. Rome and Cave Spring will apply for any operating grants or capital grants available to E911 systems.

- e) Rome will not charge any fee for indirect administration of management, personnel or purchasing. Insurance and other charges that can be directly attributed to the 911 System will be charged to the 911 System.

#### OBLIGATION OF COUNTY

- a) The County will fund all operating and capital costs including but not limited to general operating expenses; equipment and payroll except as noted previously. The County will professionally operate an enhanced E911 system with modern, up-to-date equipment.
- b) On January 1, 2003, the County will absorb all employees of the phone system into the County's employment. On January 1, 2003, all employees of the 911 System will

become County employees and will operate under all the general policies and benefit programs of the County. The City and County Managers will work to accommodate any employee who wishes to continue their participation in the City of Rome's retirement plan.

- c) The County shall operate the 911 Emergency Phone System as a separate department.
- d) Beginning January 1, 2000, all new employees of the 911 system and EMA will be hired as County employees and will operate under all the general policies and benefit programs of the County.
- e) The County shall accurately account for all revenue and expenses in a separate fund. A building and equipment account will be funded and maintained to provide for all maintenance, repair and replacement. The 2000 budget will be prepared by the City of Rome and the 2001 and 2002 budgets will be jointly prepared by the City of Rome and the County. The 2003 budget and subsequent years will be prepared by the County, with Rome and Cave Spring participating in major capital investments if special benefits are derived.
- f) The County will not charge any fee for indirect administration of management, personnel or purchasing. Insurance and other charges that can be directly attributed to the 911 System will be charged to the 911 System.
- g) On January 1, 2003, all assets of the 911 system and EMA shall become the property of the County.

5.

MANAGEMENT OF 911 DEPARTMENT In the management of the 911 Department, the 911 Director is the chief officer in charge of all 911 personnel and operations. The personnel rules and regulations of Rome and Floyd County shall apply to all 911 personnel.

The County Manager is the Chief Executive Officer responsible for the County performance of this agreement and for the 911 Service provided by the 911 Department. In addition, the County Manager shall be the officer designated to receive all reports,

notices and correspondence and to conduct all official transactions on behalf of the County for purposes of this agreement.

The Rome City Manager is the Chief Executive Officer responsible for the City of Rome performance of this agreement and is the officer designated to receive all reports, notices and correspondence and to conduct all official transactions on behalf of the City of Rome for the purposes of this agreement.

The Cave Spring Public Safety Director is the Officer responsible for the City of Cave Spring performance of this agreement and is the officer designated to receive all reports, notices and correspondence and to conduct all official transactions on behalf of the City of Cave Spring for the purposes of this agreement.

6.

**RECORDS AND REPORTS**      The records of the 911 system will be open for examination and a regularly Monthly Activity Report that identifies the amount of activity for each jurisdiction and any other pertinent information will be supplied.

7.

**BUDGET**      After 2002 and each remaining year of the term, the 911 Director shall initiate the annual budget process in a timely fashion. The County Commission shall adopt the annual budget after 2002 for the 911 Department and provide copies of the adopted budget to the 911 Department. The City Commission shall adopt the annual budget for 2000, 2001 and 2002 subject to County Commission disapproval if annual increase is more than 5% in any given year.

8.

#### TERMINATION

- a) The City of Rome or the City of Cave Spring may terminate their portion of this agreement.
- b) Either City may terminate the contract, effective at the end of the term provided that said party has given notice of the intent to terminate no less than one (1) year prior to the end of the term.
- c) Notice of termination must be in writing, addressed and delivered to the City Manager with respect to Rome, the Mayor with respect to Cave Spring, and to the County Manager with respect to the County.
- d) The party electing to terminate shall pay any special costs brought about by termination, including any unemployment compensation due to employee layoff.
- e) All the cash funds in the 911 Fund will remain with the County upon termination, as well as all assets.

9.

ADVISORY COMMITTEE An advisory committee shall be established to review and make recommendations for day-to-day operating procedures. The Committee shall be comprised of ten (10) members. The membership of the Committee shall be the following or their designee: Rome Fire Chief, Rome Police Chief, Floyd County Sheriff, Floyd County Police Chief, Floyd Ambulance Service Director, Floyd County Manager, Rome City Manager, Cave Spring Public Safety Director, Redmond Regional EMS Director, and, in a non-voting position, the 911 Director as Chairman.

10.

AMENDMENTS This agreement cannot be amended, modified, changed, discharged or terminated except by writing signed by the parties upon proper authority.

11.

FEES All fees associated with the 911 system shall be set by the County.


12.


EXECUTION The parties, and the undersigned individual officers shall cause to be done all things necessary to execute this contract and give it full force and effect.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

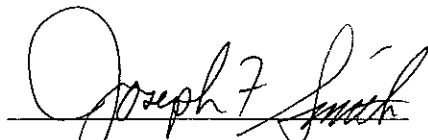
FLOYD COUNTY, GEORGIA


  
County Clerk

  
CHAIRMAN, Floyd County Board  
of Commissioners

ATTEST:

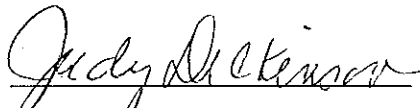
CITY OF ROME, GEORGIA

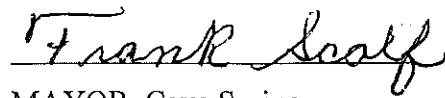
  
City Clerk

  
CHAIRMAN, Rome City  
Commission

ATTEST:

CITY OF CAVE SPRING,  
GEORGIA

  
City Clerk

  
MAYOR, Cave Spring



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Economic Development**

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

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

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.): **Rome and Floyd County will utilize the Rome-Floyd County Development Authority, the Development Authority of Floyd County, and the Gordon Floyd County Development Authority to provide economic development services for all of Rome and Floyd County.**

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

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

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

**No**

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

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



## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	General Fund
City of Rome	General Fund

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

None provided.

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>
RFCDA Bylaws		04/20/2004
DAFC Bylaws		01/29/1986
GFCDA Bylaws		10/15/1996

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:



I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that the six pages of photographed matter hereto attached form a true and correct copy of the resolution establishing the "DEVELOPMENT AUTHORITY OF FLOYD COUNTY" filed in this office on April 10, 1973; as same appears of file and record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office, at the Capitol, in the City of Atlanta, this 29th day of January in the year of our Lord One Thousand Nine Hundred and Eighty Six and of the Independence of the United States of America the Two Hundred and Tenth.

*Max Cleland*

SECRETARY OF STATE

A RESOLUTION TO DECLARE THE NEED FOR THE CREATION OF A DEVELOPMENT AUTHORITY TO FUNCTION IN FLOYD COUNTY, GEORGIA, PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AUTHORITIES LAW; TO APPOINT A BOARD OF DIRECTORS FOR SAID DEVELOPMENT AUTHORITY; TO AUTHORIZE SAID DEVELOPMENT AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE DEVELOPMENT AUTHORITIES LAW; TO PROVIDE FOR NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF THE ADOPTION OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

W I T N E S S E T H :

WHEREAS, it has been determined by the Board of Commissioners of Floyd County that there now exists a need in said County for a county-wide authority to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities in said County; and

WHEREAS, it has been determined by the Board of Commissioners of Floyd County that there exists an urgent need in said County to provide for the acquisition and construction of air and water pollution control facilities which are necessary for the continued operation of the industry or industries which the same are to serve and are necessary for the public welfare; and

WHEREAS, the Development Authorities Law (Ga. Laws 1969, p. 137 - the "Development Authorities Law") authorizes each county in the State of Georgia to activate Development Authorities within each such county for the purpose of developing and promoting for the public good and general welfare, trade, commerce, industry and employment opportunities; and

WHEREAS, said Development Authorities Law, as amended, authorizes Development Authorities created thereunder to finance projects for air and water pollution control facilities by industry without a finding that the project will increase employment or prevent a decrease in employment so long as any federal, state or

local agency having jurisdiction in the premises shall have certified that the project is necessary for the continued operation of the industry or industries which the same is to serve and is necessary for the public welfare; and

WHEREAS, the Board of Commissioners of Floyd County, after thorough investigation, has determined that it is desirable and necessary that said Development Authority of Floyd County be activated immediately in order to fulfill the present needs expressed herein:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Floyd County, and it is hereby resolved by the authority of the same, that there be and there is hereby determined and declared a pressing, existing and future need for a Development Authority (as more fully described and defined in the Development Authorities Law, Ga. Laws 1969, p. 137) to function in said County for the purpose of developing and promoting for the public ~~and~~ general welfare, trade, commerce, industry and employment opportunities in said County thereby promoting the general welfare of the citizenry and, in the furtherance of that purpose, to finance projects permitted thereby including projects for air and water pollution control facilities by industries.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there is hereby activated in Floyd County, Georgia, the public body corporate and politic known as the "Development Authority of Floyd County" which was created upon the adoption and approval of the Development Authorities Law and particularly Section 2 thereof.

BE IT FURTHER RESOLVED, by the aforesaid authority that ~~there be~~ and there are hereby elected as members of the first Board of Directors of the Development Authority of Floyd County the following named persons, each of whom is a taxpayer of Floyd County and none of whom is an officer or employee of said County:

BURGETT MOONEY, two years; H. E. MIZE, two years; WESLEY JOHNSON, four years; ELWOOD HUNT, four years; LLOYD SUMMER, six years; RICHARD McCULLOUGH, six years, and MATHER PAYNE, six years.

BE IT FURTHER RESOLVED, by the aforesaid authority, that commencing with the date of adoption of this resolution each of said persons named as directors above shall serve in such capacity for the number of years set forth opposite his respective name, and if at the end of any term of office of any director, a successor thereto shall not have been elected, then the director whose term of office shall have expired shall continue to hold office until his successor shall be so elected by this Board.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Board of Directors hereinbefore elected shall ~~organize itself~~, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Clerk of the Board of Commissioners of Floyd County shall furnish immediately to the Secretary of State of the State of Georgia a certified copy of this resolution in compliance with the mandate set forth in Section 2 of the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the action taken by the Board of Commissioners of Floyd County as hereinbefore specified is not intended in any way to affect any public corporation, industrial development or payroll authority heretofore created by legislative act or constitutional amendment including, without limitation, its existence, purpose, organization, powers or function.

BE IT FURTHER RESOLVED, by the aforesaid authority, that

any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED, by the aforesaid authority, that this resolution shall be effective immediately upon its adoption by the Board of Commissioners of Floyd County and from and after such adoption the Development Authority of Floyd County shall be deemed to be fully created and activated.

Adopted and approved this 3<sup>rd</sup> day of April, 1973.

BOARD OF COMMISSIONERS OF FLOYD COUNTY

*[Handwritten signatures and names on lines]*  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
C. J. Blankenship  
Donald Decker  
Weldon [unclear]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

Miriam Hendrix  
CLERK



CLERK'S CERTIFICATE

I, Michael Hindus, Clerk of the Board of Commissioners of Floyd County, Georgia, do hereby certify that the foregoing constitutes a true and correct copy of a resolution pertaining to the activation of the Development Authority of Floyd County which was adopted on the 7th day of April, 1973, by the Board of Commissioners of Floyd County; that the original of said resolution appears of record in the Minute Book of Floyd County which is in my custody and control; and that the same has not been amended or repealed.

I further certify that a certified copy of the ~~amendment~~ resolution has been furnished to the Secretary of State of the State of ~~Georgia~~ as required by the Development Authorities Law.

Given under my hand and the seal of Floyd County, Georgia, this 7th day of April, 1973.

Michael Hindus  
Clerk, Board of Commissioners of  
Floyd County, Georgia

(SEAL)

GORDON COUNTY - FLOYD COUNTY DEVELOPMENT AUTHORITY

BY-LAWS

ARTICLE I

CREATION OF AUTHORITY

Sec 1. The Gordon County - Floyd County Development Authority (hereinafter referred to as "the Authority") was created and activated by resolutions of the Gordon County Board of Commissioners and the Floyd County Board of Commissioners. Said Authority was created as a joint authority pursuant to the provisions of Georgia laws, 1981, page 1419 and the O.C.G.A. §36-62-5.1. Said Authority shall transact business pursuant to an exercise of powers provided by provisions of the Development Authority's law codified in the O.C.G.A. Title 36, Chapter 62 and otherwise known as O.C.G.A. §36-62-5.

ARTICLE II

MEMBERS

Sec. 1. The members shall regulate and supervise the management and operation of the Authority. It shall attend to all internal affairs of the Authority and, in addition to the powers by these by-laws expressly conferred upon the members, it may exercise all of the powers of the Authority and do all lawful acts and things.

ARTICLE III

MEMBERS' MEETINGS

Sec. 1. At all members' meetings at least four (4) members shall be necessary to constitute a quorum to transact



business, but any lesser number shall be sufficient to adjourn the meeting.

Sec. 2. Regular meetings of the members shall be held quarterly on such days and at such time and place as the members may, from time to time, fix by resolution.

Sec. 3. Special meetings of the members may be called by the Chairman or by the Secretary by giving reasonable notice to each member either personally or by telephone or by mail.

#### ARTICLE IV

##### OFFICERS

Sec. 1. The officers of the Authority shall be a Chairman, Vice-Chairman, Secretary and Treasurer, and such other officers as the members may deem advisable. The offices of the Secretary and Treasurer may be combined.

Sec. 2. The officers shall be elected by the affirmative vote of a majority of the members at their first meeting after the creation of the Authority, and thereafter at their first regular meeting in each calendar year, and shall hold office until their successors have been elected. Provided, however, that if the members shall decide to name an additional officer or officers in accordance with its privilege under Sec. 1 hereof, the members may provide when and for what term he shall be elected. In the event of any vacancy occurring during the period for which any officer has been elected, then the members may fill such vacancy at any regular meeting, or at any special meeting called for that purpose.

Sec. 3. Any officer elected or appointed by the members may be removed at any time by the affirmative vote of a majority of the members.

Sec. 4. Only members of the Authority shall be eligible to hold office.

Sec. 5. The officers shall report any matters affecting the interests of the Authority to the members whenever so requested by the members.

Sec. 6. The salaries of all agents and employees of the Authority shall be fixed by the members.

#### ARTICLE V

##### DUTIES OF THE OFFICERS

Sec. 1. Chairman. The Chairman shall be the chief executive officer of the Authority. He shall preside at all meetings of the members, shall have general and active management of the business of the Authority and shall see that all orders and resolutions of the members are carried into effect.

Sec. 2. Vice-Chairman. The Vice-Chairman shall preside at all meetings of the members in the absence of the Chairman from the meeting, or in the event of the incapacity of the Chairman during such absence or incapacity.

Sec. 3. Secretary. The Secretary shall keep complete and accurate minutes of any and all meetings of the members, shall be the custodian of the corporate seal of the Authority and shall be the custodian of all documents and records of the Authority, except the financial records.

Sec. 4. Treasurer. The Treasurer shall keep complete and accurate records of all monies, properties and financial transactions of the Authority, and shall be the custodian of such records.

#### ARTICLE VI

##### AUTHORITY AS TO CONTRACTS

Sec. 1. No contract, bond, promissory note, deed, mortgage, security deed, bill of sale to secure debt or other encumbrance of property of the Authority, on behalf of the Authority, shall be executed without the approval of not less than four members.

Sec. 2. Any such document shall be executed on behalf of the Authority by the Chairman or Vice-Chairman, and the Secretary, and the corporate seal of the Authority shall be imprinted thereon.

Sec. 3. Checks or drafts upon the funds of the Authority may be signed by such officer or officers of the Authority, and with such counter-signature, if any is desired, as may be provided, from time to time, by resolution of the members.

#### ARTICLE VII

##### CORPORATE SEAL

Sec. 1. The corporate seal of the Authority shall be as follows:

#### ARTICLE VIII

##### AMENDMENTS

Sec. 1. These by-laws may be altered or amended and additional by-laws adopted at any regular meeting of the members in

the notice of which the proposed amendment, change or new by-law is given in writing verbatim, by the affirmative vote of a majority of the members.

#### ARTICLE IX

##### AUTHORITY MEMBERS AND/OR TERMS

Sec. 1. The Authority shall be composed of six (6) members of which three (3) will be appointed by the Gordon County Board of Commissioners and three (3) will be appointed by the Floyd County Board of Commissioners. The appointments shall be made pursuant to resolutions of the Gordon County Board of Commissioners and the Floyd County Board of Commissioners attached hereto as Exhibits "A" and "B", respectively, and made a part hereof.

#### ARTICLE X

##### COVENANTS AND RESTRICTIONS FOR PURCHASE OF PROPERTY BY INDUSTRY AND/OR EXPANSIONS BY EXISTING INDUSTRY

Sec. 1. Any industries who request to locate within the joint development park and purchase property therein shall, prior to any closing, submit all plans, plats and specifications to the Authority and receive approval of the plans, specifications and/or building location. This same requirement shall apply to any industries and/or businesses located within the joint development park who wish to add on to their existing building and/or physical plant and/or relocate any part of their existing industry.

Sec. 2. The Authority reserves the right to approve or disapprove any plans as indicated herein so as to meet the requirements of the Authority. Written approval by the Authority shall be required by any industry who submits plans as outlined

herein before any sale or addition shall be allowed by the Authority.

Sec. 3. The restrictions and covenants outlined in Sec. 1 and Sec. 2 hereof also apply to any requests by any existing industry to sub-lease and/or lease any portion of their property and/or physical plant. However, the lease must also be submitted to and approved by the Authority.

RESOLUTION OF THE GORDON COUNTY BOARD OF COMMISSIONERS

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
GORDON COUNTY, GEORGIA, TO CREATE A JOINT  
DEVELOPMENT AUTHORITY BETWEEN GORDON COUNTY  
AND FLOYD COUNTY

WHEREAS, the Gordon County Board of Commissioners is extremely interested in industrial recruitment in the Calhoun and Gordon County area; and

WHEREAS, Gordon County is also dedicated to providing as many legal inducements as possible to industry wishing to locate in our area; and

WHEREAS, one of those inducements is and has been a Five Hundred Dollar (\$500) per employee per year tax credit under certain circumstances for new and existing industries that wish to either relocate or expand in our area; and

WHEREAS, it is important to use every means available to us through the law to increase this tax credit and it is the opinion of the Gordon County Commission that an increased tax credit can do nothing but help induce industry to relocate to the Calhoun and Gordon County area; and

WHEREAS, the creation of a joint development authority by and between Gordon County and Floyd County will increase the job tax credit in Gordon County from Five Hundred Dollars (\$500) per employee per year to One Thousand Dollars (\$1,000) per employee per year;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Gordon County, Georgia, and it is hereby resolved by the authority of the same that a joint Gordon County-Floyd County Development Authority be created pursuant to O.C.G.A. §36-62-5.1

and that said joint authority shall be initially established, as follows:

1.

The Gordon County Board of Commissioners shall appoint three (3) members to said joint authority and the Floyd County Board of Commissioners shall appoint three (3) members to said authority. The three (3) members from Gordon County shall be the chairperson and two (2) additional members from the Industrial Development Authority of Gordon County.

2.

The terms of office of the members of the joint authority shall be for a term of three (3) years and the respective County Commissions shall have the sole authority to reappoint the members of the joint authority as they deem appropriate after the terms have expired.

3.

All appointments by the Gordon County Board of Commissioners to the joint authority shall be residents of Gordon County, and all appointments to the joint authority by the Floyd County Board of Commissioners shall be residents of either Rome and/or Floyd County.

4.

The Board of Directors of the joint authority shall consist of all of the members of the joint authority as appointed by both the Gordon County and Floyd County Board of Commissioners and also shall include one commissioner from both Gordon County and Floyd County.

5.

The joint authority shall meet on a quarterly basis and said meeting dates shall be determined by the joint authority at its first meeting.

6.

The initial operational plan as established in O.C.G.A. §36-62-5.1(e) is for the development of the 53 corridor for industrial and economical purposes between Calhoun and Rome. If the joint authority determines to put into effect a more specific and/or long range operational plan, they shall do so and include that as a part of their minutes.

BE IT ORDAINED on this the 15 day of October, 1996, by the Board of Commissioners of Gordon County, Georgia.

GORDON COUNTY BOARD OF COMMISSIONERS

BY: Bill Anderson  
Bill Anderson, Chairman

ATTEST: Annette Frady  
Annette Frady, Clerk (SEAL)

Nov 18 12 09 PM '96  
SECRETARY OF STATE



RESOLUTION OF THE FLOYD COUNTY BOARD OF COMMISSIONERS

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA, TO CREATE A JOINT DEVELOPMENT AUTHORITY BETWEEN FLOYD COUNTY AND GORDON COUNTY.

WHEREAS, the Floyd County Board of Commissioners is extremely interested in industrial recruitment in the Rome and Floyd County area; and

WHEREAS, Floyd County is also dedicated to providing as many legal inducements as possible to industry wishing to locate in our area; and

WHEREAS, one of those inducements is and has been a Five Hundred Dollar (\$500) per employee per year tax credit under certain circumstances for new and existing industries that wish to either relocate or expand in our area; and

WHEREAS, it is important to use every means available to us through the law to increase this tax credit and it is the opinion of the Floyd County Commission that an increased tax credit can do nothing but help induce industry to relocate to the Rome and Floyd County area; and

WHEREAS, the creation of a joint development authority by and between Floyd County and Gordon County will increase the job tax credit in Floyd County from Five Hundred Dollars (\$500) per employee per year to One Thousand dollars (\$1,000) per employee per year;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Floyd County, Georgia, and it is hereby resolved by the authority of the same that a joint Floyd County-Gordon County Development Authority be created pursuant to O.C.G.A. §36-

62-5.1 and that said joint authority shall be initially established, as follows:

1.

The Floyd County Board of Commissioners shall appoint three (3) members to said joint authority and the Gordon County Board of Commissioners shall appoint three (3) members to said authority. Two (2) of the three (3) members from Floyd County shall be the respective chairmen or chairwomen of the Rome-Floyd Development Authority and the Development Authority of Floyd County and the third member shall be appointed at large.

2.

The terms of office of the members of the joint authority shall be for a term of three (3) years and the respective County Commissions shall have the sole authority to reappoint the members of the joint authority as they deem appropriate after the terms have expired.

3.

All appointments by the Floyd County Board of Commissioners to the joint authority shall be residents of either Rome and/or Floyd County, and all appointments to the joint authority from Gordon County shall be residents of either Calhoun and/or Gordon County.

4.

The board of directors of the joint authority shall consist of all of the members of the joint authority as appointed by both the Floyd County and Gordon County Board of Commissioners

and also shall include one commissioner from both Floyd County and Gordon County.

5.

The joint authority shall meet on a quarterly basis and said meeting dates shall be determined by the joint authority at its first meeting.

6.

The initial operational plan as established in O.C.G.A. §36-62-5.1(e) is for the development of the 53 corridor for industrial and economical purposes between Rome and Calhoun. If the joint authority determines to put into effect a more specific and/or long range operational plan, they shall do so and include that as a part of their minutes.

BE IT ORDAINED on this the 22nd day of October, 1996, by the Board of Commissioners of Floyd County, Georgia.

FLOYD COUNTY BOARD OF COMMISSIONERS

BY: Jeff H. B.  
JEFF BROWN, CHAIRMAN

ATTEST: Sue Broome  
SUE BROOME, CLERK (SEAL)

Wade C. Hoyt, III  
WADE C. HOYT, III,  
ATTORNEY FOR FLOYD COUNTY

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of the original resolution duly adopted by the Floyd County Board of Commissioners as the governing authority of Floyd County, Georgia, on the 22nd day of October, 1996. In witness whereof, I hereunto set my hand and affix the seal of the County, this the 23rd day of October, 1996.

Sue Broome  
SUE BROOME, CLERK

## **BY-LAWS OF THE ROME-FLOYD COUNTY DEVELOPMENT AUTHORITY**

The following Bylaws have been legally adopted by the Rome-Floyd County Development Authority for the purpose of regulating the conduct of business by the Authority and for defining certain duties and responsibilities of its members.

### **ARTICLE I**

#### **NAME. PURPOSE AND POWERS**

Section 1. Name. The name of this body shall be the Rome-Floyd County Development Authority (the " Authority").

Section 2. Purpose. The general purpose of the Authority is declared to be that of assisting, promoting, establishing and developing new industries, and assisting, promoting and expanding existing industry, agriculture, trade and commerce within the territorial limits of Floyd County, both within and without the limits of municipalities therein; and doing all things deemed by the Authority necessary, convenient, and desirable for and incident to the efficient and proper development and operation of such type of undertakings.

Section 3. Powers. The Authority shall be vested with all powers that maybe necessary to enable it to accomplish its purposes, and all such powers shall be exercised for the benefit of the inhabitants of the State of Georgia and the citizens of City of Rome and Floyd County either through the increase of their commerce, or through the promotion of their safety, health, welfare, convenience or prosperity . The Authority may exercise all powers granted to it by an amendment to Article VII, Section VII, Paragraph V of the Constitution of the State of Georgia of 1945 (Georgia Laws 1962, page 1067, *et seq.*), which was duly ratified at the 1962 general election, proclaimed by the Governor of the State of Georgia on November 16, 1962 (Georgia Laws 1962, page 3802), now specifically continued pursuant to an Act of the General Assembly (Georgia Laws 1985, page 4877, *et seq.*) as a part of the Constitution of the State of Georgia of 1983 (collectively, the "Constitutional Amendment") and the powers of the Authority were supplemented pursuant to an Act of the General Assembly (Georgia Laws 1980, page 3061 *et seq.*) (the "Authority Act"). See also Article II, Section 9 of these Bylaws, which sets forth certain specified powers and duties of the Authority and its members.

### **ARTICLE II**

#### **MEMBERS**

Section 1. Management. Number of Members. Qualification and Term. The property, affairs and business of the Authority shall be managed by its members consisting of seven (7)

persons, one (1) of whom shall be the Mayor (chairman) of the City Commission of the City of Rome; one (1) of whom shall be the chairman of the Board of Commissioners of Floyd County; one (1) of whom shall be the Chairman of the Board of the Chamber of Commerce of Rome and Floyd County (“Greater Rome Chamber of Commerce”), or its successor; one (1) of whom shall be the chairman of the Industrial Development Committee of the Chamber of Commerce (“Greater Rome Existing Industries Association, or ‘GREIA’ ”) of Rome and Floyd County, or its successor; and three (3) of whom shall be appointed by the other four (4) members set forth above. The qualifications of the members shall be as provided by law. The terms of office of the members who are the Mayor (chairman) of the City Commission of the City of Rome, the chairman of the Board of Commissioners of Floyd County, the president of the Greater Rome Chamber of Commerce, or its successor, the chairman of GREIA, or its successor, shall run concurrently with their respective tenures of such offices in said bodies, and their respective successors in such offices shall succeed them as members of the said authority. The three (3) members appointed by the other four (4) members shall be appointed for terms of three (3) years staggering each year.

Section 2. Oath of Office. Prior to taking office the members shall subscribe to the following oath, to wit: ‘I do solemnly swear that I will fully and fairly perform the duties as a member of the Rome-Floyd County Development Authority, So Help Me God.’

Section 3. Regular Meetings. Regular meetings of the Authority shall be established by resolution of the Authority. Notice of the time and place of such meeting may from time to time be fixed by resolution of the Authority, or if not fixed by resolution, then by the Chairperson in the same manner as hereinafter specified for giving notice of special meetings.

Section 4. Special Meetings. Special meetings may be held upon the call of the Chairperson, Vice-Chairperson, Secretary or any two members at such time during regular business hours and at such place within Rome and Floyd County as shall be specified in the notice of such meeting. Notice of special meetings may be either oral or written. Oral notice may be delivered personally or by telephone and shall be given at least twenty-four (24) hours prior to the time of the meeting. If written notice is sent by mail, such notice shall be mailed three (3) days prior to the time of the meeting, (Saturday, Sunday and postal holidays excluded). Unless specified otherwise, any notice hereinafter called for in these bylaws shall be given as specified in this section. No notice of any meeting need be given by any director who attends such meeting unless such director attending at the beginning of such meeting states any objection or objections to the place and time of the meeting, the manner in which it has been called or convened or to the transaction of business. No notice shall be required to be given any member who at any time before or after the meeting waives notice of the meeting in writing.

Section 5. Quorum. Any four (4) members, at a meeting duly assembled, shall constitute a quorum for the transaction of business. However, no action may be taken by the Authority without the affirmative vote of four (4) members of the Board. If at any meeting of the Authority there shall

be less than a quorum, a majority of those present may adjourn the meeting, without further notice, until a quorum is obtained.

Section 6. Parliamentary Procedure. In case of dispute concerning parliamentary procedures governing the conduct of meetings of the Authority, the most recent edition of Roberts Rules of Order shall govern.

Section 7. Resignation or Removal. Any appointed member may resign at any time by giving notice to the Chairperson, Vice Chairperson, or to the Secretary of the Authority, along with any other notice required by the Development Authorities Law and Act. Such resignation shall take effect on the date of receipt or at any later time specified in the resignation. The Authority may by a two-thirds (2/3rd) vote of its members recommend removal of any Member, subject to the respective appointing body and its concurrence or change in its designated leader.

In addition, a vacancy on the authority shall exist in the office of any member of the authority who is convicted of a felony or who enters a plea of nolo contendere thereto; who is convicted of a crime involving moral turpitude or who enters a plea of nolo contendere thereto; who moves such person's residence from Floyd County to another county other than Floyd County; who is convicted of any act of misfeasance, malfeasance, or nonfeasance of such person's duties as a member of the authority' or who fails to attend three consecutive regular meetings of the authority without an excuse approved by a resolution of the authority.

Section 8. Vacancies. In the event of the death or resignation of one of the appointed members, his/her successor shall be appointed by the remaining members for the balance of the unexpired term. No vacancy shall impair the power of the Authority to act.

Section 9. Powers. In addition to the powers of the Authority set forth in Article I, Section 3 of these Bylaws, the powers, rights, responsibilities and duties of the Authority, by and through the actions of its members, shall include but are not limited to:

- (A) The power, for its corporate purposes:
  - (1) To have a corporate seal and alter the same at pleasure.
  - (2) To contract and be contracted with, sue and be sued, implead or be impleaded, and complain and defend in all courts of law and equity, to contract with the State of Georgia and any instrumentality thereof, any county or municipality thereof, and any other political subdivisions, and with private persons, firms, corporations, and associations.
  - (3) To receive and administer gifts, grants and donations and to administer trusts.

(4) To buy, acquire, receive as gifts, own, improve, expand, develop, operate, maintain, sell, donate, lease as lessor or lessee, mortgage, pledge, convey to secure debt, and/or otherwise encumber and/or dispose of land, buildings, equipment, furnishings, and/or property of all kinds, real and/or personal, within Floyd County, Georgia, and to make a contract or contracts and/or to execute any instrument or document for the accomplishment thereof, or other purposes.

(5) To make contracts, and to execute any and all instruments necessary or convenient to, or in aid of, the accomplishment of any of the purposes of said authority, and/or the exercise of any power or powers of said authority.

(6) To enter into any contract or contracts for any period of time not exceeding fifty (50) years.

(7) To appoint and select officers, agents, and employees, including engineering, architectural and construction experts, fiscal agents and attorneys, and to fix their compensation.

(8) To construct, erect, buy, receive as a gift, acquire, own, repair, remodel, maintain, equip, furnish, extend, expand, develop, improve, donate, sell, lease as lessor or lessee, equip, add to, operate and manage projects and to pay the costs of such projects from any income of the authority, from the proceeds of revenue bonds issued and sold by the authority or others, from any taxes levied for the purpose by the State of Georgia, Floyd County, or any of the municipalities therein, or from any contributions or loans by political subdivisions or instrumentalities, persons, firms, or corporations, all of which the authority is hereby authorized to receive and accept and use.

(9) To elect its own officers from the membership of the authority; to elect and employ an executive director who is not required to be a member of the authority; and to authorize and empower such officers to act for the authority generally or in any specific matter.

(10) To borrow money and to execute debentures, bonds, notes, mortgages, deeds or bills of sale to secure debt, trust deeds and/or other such instruments as may be necessary or convenient to evidence and secure such borrowing.

(11) To issue and sell revenue bonds for the purpose of raising funds for the payment, in whole or in part, of the cost of any project of the authority; to secure the payment of the obligations of such bonds by, but not limited to, selling, conveying, mortgaging, pledging and/or assigning any or all of its funds, income and/or

property; and to exercise all the rights, powers and privileges, and to be subject to all the duties and liabilities, which a municipality may exercise and/or be subject to under the provisions of the Revenue Bond Law (Chapter 87-8 of the Code of Georgia) [O.C.G.A. section 36-82-60 et seq.], as the same now is, or hereafter may be, amended. The rights, powers and privileges of the authority are not limited to those of such a municipality, however.

(12) To use public funds appropriated to it, the rents, profits and proceeds from the projects erected, leased or sold, and other funds and income of the authority, to provide for the operation and maintenance of such projects or other projects, to discharge the principal, interest and expenses of bonds, revenue bonds, and notes issued by the authority, to pay other debts of the authority, and to further and promote the objectives of the authority.

(13) To exercise any power granted by the laws of the State of Georgia to public corporations or authorities performing similar functions.

(14) To accumulate its funds from year to year and to invest accumulated funds in any manner that public funds of the State of Georgia or any of its political subdivisions may be invested.

(15) To adopt, alter, amend and/or repeal these bylaws, rules and regulations governing the manner in which its business may be transacted and in which the powers granted to it may be enjoyed, as the authority may deem necessary or expedient in facilitating its business.

(16) To do all things necessary and convenient to carry out the powers expressly conferred to the authority by applicable legislation.

(B) The acquisition, construction, improvement, betterment, expansion or extension of any undertaking or project of the authority, and the issuance in anticipation of the collection of revenues of such undertaking or project, of bonds to provide funds to pay the whole or a part of the costs thereof, may be authorized by resolution or resolutions of the authority which may be adopted at a regular or special meeting by a majority of the members of the authority. Unless otherwise provided therein, such resolution or resolutions shall take effect immediately and need not be laid over or published or posted. The authority in determining the cost of any undertaking or project for which revenue bonds are to be issued may include all costs as hereinbefore defined. Such bonds shall bear such date or dates, mature at such time or times, not exceeding thirty (30) years from their respective dates, bear interest at such rate or rates not exceeding the prevailing rates per annum, and may be in such denominations and may carry such registration privileges and be subject to redemption and may contain such terms, covenants, assignments and conditions as the resolution



or resolutions authorizing the issuance of such bonds may provide. Except as herein provided to the contrary, such bonds shall be issued and validated in the Superior Court of Floyd County, Georgia, in the same manner as revenue bonds of municipalities are issued and validated under the Revenue Bond Law (Ga. L. 1937, pp. 761--774; Chapter 87-8 of the Code of Georgia) [O.C.G.A. section 36-82-60 et seq.], as now and hereafter amended. In the proceedings to validate such bonds, the Rome-Floyd County Development Authority shall be named as party defendant. In the event no bill of exceptions is filed within the time prescribed by law, or if filed, the judgment validating the bonds shall be affirmed by the Supreme Court of Georgia, such judgment shall be forever conclusive as to the validity of said bonds and the security therefor against said authority.

(C) All property, real and personal, the title to which is vested in the authority, and all debentures, notes, bonds, and revenue bonds issued by the authority, and interest thereon and income therefrom, shall be exempt from state, county, city, and local taxation for any purpose.

(D) It shall be the duty of the authority to have all persons handling funds of the authority fully and adequately bonded for their faithful accounting for such funds.

(E) The authority shall not be authorized to create in any manner any debt, liability or obligation, against the State of Georgia, Floyd County, or any municipality therein. No debt, liability or obligation of the authority shall be considered a pledge or loan of the credit of the State of Georgia, or any county, city or other subdivision thereof.

(F) Should said authority for any reason be dissolved, title to all property of every kind and nature, real and personal, held by the authority at the time of such dissolution, shall be conveyed to Floyd County subject to any mortgages, liens, leases or other encumbrances outstanding against or in respect to said property. No private interest shall exist in the property of the authority. The authority shall hold title only for the benefit of the public.

(G) The books and records of the authority shall be audited at least annually, at the expense of the authority, by a competent independent auditor; and the minutes and records of the same shall be filed with the clerk of the board of commissioners of said county, and shall be available for public inspection.

(H) The authority shall exist and have all of said powers, and the right to exercise the same for its corporate purposes, regardless of whether or not it shall issue revenue anticipation obligations hereunder.

(I) The provisions hereof are severable, and if any of the provisions hereof shall be held in violation of the constitutions of the United States or the State of Georgia or invalid by any court of competent jurisdiction, the decision of such court shall not affect, impair or invalidate any of the remaining portions hereof.

### **ARTICLE III**

## **OFFICERS**

Section 1. Officers. The officers of the Authority shall be a Chairperson, a Vice—Chairperson, a Secretary, Treasurer and an Assistant Secretary. No member shall hold more than one (1) office at one time; provided that, a member may be both the Treasurer and the Secretary or the Assistant Secretary.

Section 2. Election and Tenure. All officers of the Authority shall be members of and elected from the Members by the Board at the annual meeting. All nominations shall be received from the floor at the annual meeting of the Board which may be a regular meeting of the Authority. Each elected officer shall take office immediately upon his/her election, and shall serve for a period of one (1) year or until his/her successor shall be duly elected and qualified to serve.

Section 3. Resignation and Removal. Any officer may resign at any time by giving written notice to the Chairperson or to the Secretary. Such resignation shall take effect on the date of receipt or at any later time specified in the notice of resignation. Any officer may be removed at any time by the affirmative vote of two-thirds (2/3) of the Board at any regular or special meeting called for that purpose.

Section 4. Vacancies. A vacancy in any office shall be filled for the un-expired portion of the term by the Board at the next regularly scheduled, meeting or at a specially called meeting, upon nominations from the floor.

## **ARTICLE IV**

### **DUTIES OF OFFICERS**

Section 1. Chairperson. The Chairperson shall be the principal executive officer of the Authority and shall preside at all meetings of the Board. The Chairperson shall be an ex officio member of all committees of the Board. The Chairperson shall also perform all duties incident to the office of Chairperson and such other duties provided in the Bylaws and as may be prescribed by the Board from time to time. The Chairperson shall have the authority to sign and execute on behalf of the Authority all documents that the Board has authorized, or as may be authorized by law.

Section 2. Vice-Chairperson. The Vice-Chairperson shall perform such duties as may be assigned to the Vice-Chairperson by the Board or the Chairperson. In the absence of the Chairperson or in the event of his/her disability, inability, or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson with the full powers of, and subject to the restrictions upon, the Chairperson. The Vice-Chairperson shall also have such powers and perform such duties as are specifically imposed upon him/her by law and as may be assigned to him/her by the Authority

or the Chairperson. In the absence of the Chairperson, the Vice—Chairperson shall have the authority to sign and execute on behalf of the Authority, all documents that the Board has authorized, or as may be authorized by law.

Section 3. Secretary. The Secretary shall provide for the keeping of the minutes of all meetings of the Board. The Secretary shall give or cause to be given appropriate notices in accordance with these Bylaws or as required by law, and shall act as custodian of all Authority records and reports and of the seal, assuring that it is affixed, when required by law, to documents executed on behalf of the Authority. The Secretary shall perform all duties incident to the office and such other duties as may be assigned from time to time by the Chairperson or the Board. In the absence of the Chairperson and Vice Chairperson, or in the event of their concurrent disability, inability or refusal to act; the Secretary shall perform the duties of the Chairperson with the full powers of, and subject to the restrictions upon, the Chairperson. This power shall also include the right to sign all documents on behalf of the Authority that the Authority has authorized.

Section 4. Treasurer. The Board may elect a Treasurer who shall have the following duties:

The Treasurer shall keep full and accurate account of receipts and disbursements in the books belonging to the Authority, and shall deposit all monies and other valuable properties and effects in the name of, and to the credit of, the Authority in such depository or depositories as may be designated by the Board. The Treasurer may disburse vouchers for such disbursements, and shall render to the Board, when they require, an account of all his/her transactions as Treasurer, and of the financial condition of the Authority, and shall render an annual report. The Treasurer shall perform such other duties as shall be assigned to him/her by the Board or Chairperson. The Treasurer may be required to give the Authority a bond in such sum and with such surety or sureties as the Board may require for securing all books, paper, monies and other property of whatever kind in his/her possession and control belonging to the Authority. The Board shall authorize payment by the Authority of the Treasurer's bond if one is required by law.

Section 5. Assistant Secretary. The Assistant Secretary shall, in the absence of the Secretary, exercise all of the Secretary's powers and duties. In the event the Office of the Secretary shall become vacant, the Assistant Secretary shall immediately become the Secretary.

## **ARTICLE V**

### **FISCAL YEAR**

Section 1. Time. The fiscal year of the Authority shall begin on the first day of January of each year and end on the last day of December of each year.

Section 2. Annual Meetings. An annual meeting of the Authority shall be held each year. Notice of the time and place of such meeting shall be established by and given by the Chairperson. The annual meeting may be held at a regular meeting of the Authority.

Section 3. Annual Audit. The Chairperson shall cause an annual audit of the books of the Authority to be made by the firm which audits the books of the City of Rome or Floyd County or by any qualified firm or certified public accountants approved by the Authority and present such audit to the members of the Authority. A copy of the audit shall be filed with the State Auditor, if necessary, to comply with the Local Government Financial Management Standards Act (O.C.G.A. § 36-81-1 *et. seq.*).

## **ARTICLE VI**

### **CORPORATE SEAL**

Section 1. Seal. The seal of the Authority shall consist of an impression bearing the name "ROME-FLOYD COUNTY DEVELOPMENT AUTHORITY" around the perimeter and the word "SEAL " in the center thereof. In lieu thereof, the Authority may use an impression or writing bearing the word "SEAL " enclosed in parentheses or scroll, which shall also be deemed the seal of the Authority .

## **ARTICLE VII**

### **DEPOSITORIES**

Section 1. Depositories. The Authority shall from time to time provide by resolution or resolutions for the establishment of depositories for funds of the Authority .

Section 2. Execution of Notes, Drafts and Checks. All drafts, checks, etc. drawn against accounts of the Authority shall require the signatures of the Chairperson and Secretary/Treasurer; in the absence of the Chairperson or Secretary/Treasurer, the Vice-Chairperson or Assistant Secretary, respectively, are authorized to sign on behalf of the Authority.

## **ARTICLE VIII**

### **AMENDMENT TO BYLAWS**

Section 1. Amendment. The Bylaws of the Authority shall be subject to alteration, amendment or repeal, and new by laws not inconsistent with any laws of the State of Georgia creating the Authority may be adopted by the affirmative vote of a majority of the members then holding office at any regular or special meeting of the members. Proposed amendments shall be

submitted in writing to all members of the Authority ten (10) days prior to the meeting at which such amendment will be considered. If such written proposed amendment is submitted by mail, it shall be deemed to be delivered when deposited in the United States Mails properly addressed and with sufficient postage thereon.

## **ARTICLE IX**

### **CONFLICTS OF INTEREST**

Section 1. Conflicts of Interest. The Chairperson shall present to the Authority at its January meeting each year a Conflict of Interest Resolution to be considered and adopted by the Development Authority in a form and manner approved by the Authority. The Resolution must comply with O.C.G.A. §36-62-5(e)(1)(B) and the Authority Act.

## **ARTICLE X**

### **APPLICATION FOR FINANCING**

Section 1. Application for Financing. No request for financing will be considered until such time as the applicant has submitted an application in the form approved by the Authority and the application fee paid.

## **ARTICLE XI**

### **OPEN MEETINGS LAW AND OPEN RECORDS LAW**

Section 1. Open Meetings Law. The Authority meetings<sup>1</sup> will be open to the public in keeping with the Georgia Open meetings law. The Authority may go into an Executive Session for the limited purposes set forth in the Open Meetings Law (O.C.G.A. §50-14-3). The Secretary, unless otherwise directed by the Authority, shall be responsible for posting all notices required under the Open Meetings law. Those requirements, generally, are as follows:

Posting in a conspicuous place, at the regular meeting place of the Authority notice of the time, place and dates for regular meetings of the Authority.

Whenever any meeting that is required to be open to the public is held at a time or place other than that prescribed for regular meetings, posting a written notice for at least twenty

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<sup>1</sup> 1 A “meeting” is defined in O.C.G.A. §50-14-1(a)(D)(2) as including a Committee of the Authority where held at a designated time and place at which official business or policy of the Authority is discussed or at which recommendation on official business or policy are to be formulated or discussed .

four (24) hours at the place of regular meetings and giving written or oral notice at least twenty four (24) hours in advance of the meeting to the *Rome News-Tribune*, the current legal organ of Floyd County.

When special circumstances occur and are so declared by the Authority, posting notice of the meeting and the subjects expected to be considered at the meeting and providing to the *Rome News Tribune*, the current legal organ of Floyd County, the reason for holding the meeting within twenty four (24) hours. The nature of the notice shall also be included in the minutes of such meeting.

An agenda of the subjects acted on and those members present at a meeting of the Authority shall be written and made available to the public for inspection within two (2) business days of the adjournment of a meeting of the Authority. The minutes of a meeting of the Authority, containing the information required by law, shall be promptly recorded and shall be open to public inspection once approved by the Authority, but in no case later than immediately following the next regular meeting of the Authority.

Section 2. Open Records. The records of the Authority, subject to any recognized exemptions, shall be opened for public inspection and copying. The Authority will make its records available; provided, however, that any person requesting copies must first pay to the Authority all costs and expenses authorized under the Open Records Law.

## **ARTICLE XII**

### **ADOPTION OF BYLAWS**

The foregoing Bylaws of the ROME-FLOYD COUNTY DEVELOPMENT AUTHORITY were adopted and approved at the regular meeting of the Authority held on March 16, 2004.

This 20th day of April, 2004.

### **ROME-FLOYD COUNTY DEVELOPMENT AUTHORITY**

BY: s/ Bryan Shealy  
Bryan Shealy, Chairman

BY: s/ Al Leonard  
Al Leonard, Secretary

125520



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service: *Elections & Voter Registration***

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.): **Floyd County provides the elections and registration service for Floyd County and the City of Rome (by agreement). The City of Cave Spring provides its own municipal elections services.**

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>
Floyd County	General Fund
City of Rome	General Fund
Cave Spring	General Fund

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

None provided.

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>
Elections Agreement	Rome - Floyd - Rome School System-Elections Comm.	08-11-09 to 12-31-14

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:



**CONTRACT FOR THE CONDUCT OF THE CITY OF ROME  
AND  
ROME CITY SCHOOLS ELECTIONS**

THIS AGREEMENT entered into this 11<sup>th</sup> day of August, 2009, by and between the **CITY OF ROME** (hereinafter the "Rome City Commission"); the **ROME CITY SCHOOL DISTRICT, through the Rome City School Board of Education** (hereinafter the "Rome City School Board"); and **FLOYD COUNTY BOARD OF ELECTIONS and REGISTRATIONS** (hereinafter the Board of Elections), and **FLOYD COUNTY, GEORGIA, political subdivision of the State of Georgia** (hereinafter "Floyd County").

WHEREAS, the Rome City Commission and the Rome City School Board desire to contract with the Board of Elections and Floyd County for services related to all municipal elections; and

WHEREAS, the Rome City Commission desire that the Board of Elections and Floyd County, provide services and equipment to perform certain functions necessary to carry out municipal elections, all as specified herein; and

WHEREAS, the Rome City Commission agrees to reimburse Floyd County one hundred percent (100%) of the total costs, provided they are related to said municipal elections; and

WHEREAS, the undersigned have the authority to execute this Agreement which has been approved by the respective parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and agreements contained herein, the parties hereto do mutually agree as follows:

1.

The Rome City Commission agrees to pay Floyd County for the services of the Board of Elections and expenses of Floyd County for conducting municipal elections including all actual costs incurred in conducting said election, provided they relate to said election. Said costs shall include, but not be limited to costs of publication; costs related to use of election equipment; cost of sample, absentee, provisional and duplicator ballots and ballot cards; cost of printing said ballots; supervisor's salary and expenses; election night personnel compensation; Election Board members' fees; absentee voting staff salaries; (if applicable); costs of training and compensation of poll workers; costs of administrative fees (if any); and costs of any expenses, including attorney's fees, related to objections, recounts or litigation related to said election. If a countywide election is held at the same time as a Rome City election, the City of Rome will pay one-half (1/2) of the cost of providing for the City's portion of the election.

2.

The Board of Elections and Floyd County shall perform the following functions with reference to the conduct of the aforesaid election:

- (a) Election planning;
- (b) Ballot layout for absentee, advance and provisional ballots;
- (c) Hiring of personnel;
- (d) Special instructions to poll workers;
- (e) Programming of election equipment;
- (f) Preparation of elector's list;
- (g) Election day coverage;
- (h) Elections managers' meeting;
- (i) Auditing of election results;
- (j) Certification and consolidation of returns;
- (k) Absentee voting;
- (l) Advance voting;
- (m) Ordering and packing of supplies;
- (n) Training of poll workers;
- (o) Such other reasonable and necessary duties as are required.

3.

The Rome City Commission shall be responsible for any pre-clearance responsibilities or requirements of the Department of Justice.

4.

The City of Rome will be responsible for qualifying all candidates seeking office in Municipal elections, and serving as the recipient of State Ethics Commission filings.

5.

The Rome City Commission hereby agrees to release, indemnify and hold harmless the Board of Elections and Floyd County, their agents elected official and employees, from and against any and all loss, damage, injury, claims, claims expenses, attorney's fees and expenses of litigation, and demands arising out of or connected in any way with the conduct of the election.

6.

The term of this Agreement shall be effective upon execution of this Agreement by all of the parties hereto and shall terminate on December 31, 2014 unless terminated in accordance with the terms hereof.

7.

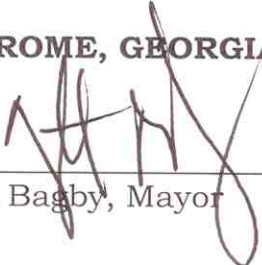
Either party may terminate this Agreement at any time, for any reason, by giving written notice to the other parties at least one hundred eighty (180) days prior to the proposed date of termination.

8.


The provisions of this Agreement are severable, and if any part of this Contract shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the remainder of the Contract and the remainder of this Contract shall stay in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this day and year first above written.

**CITY OF ROME, GEORGIA**

BY:   
Wright W. Bagby, Mayor *AUGUST 3 2009*

**Floyd County Board of Elections and  
Registration**

BY:   
Pete McDonald, Chairman

**ROME CITY SCHOOL BOARD**

BY:   
Judy Simms, Chairman

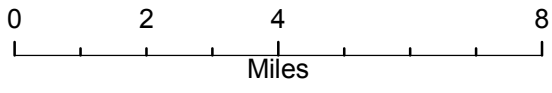
**FLOYD COUNTY, GEORGIA**

BY:   
John Mayes, Chairman

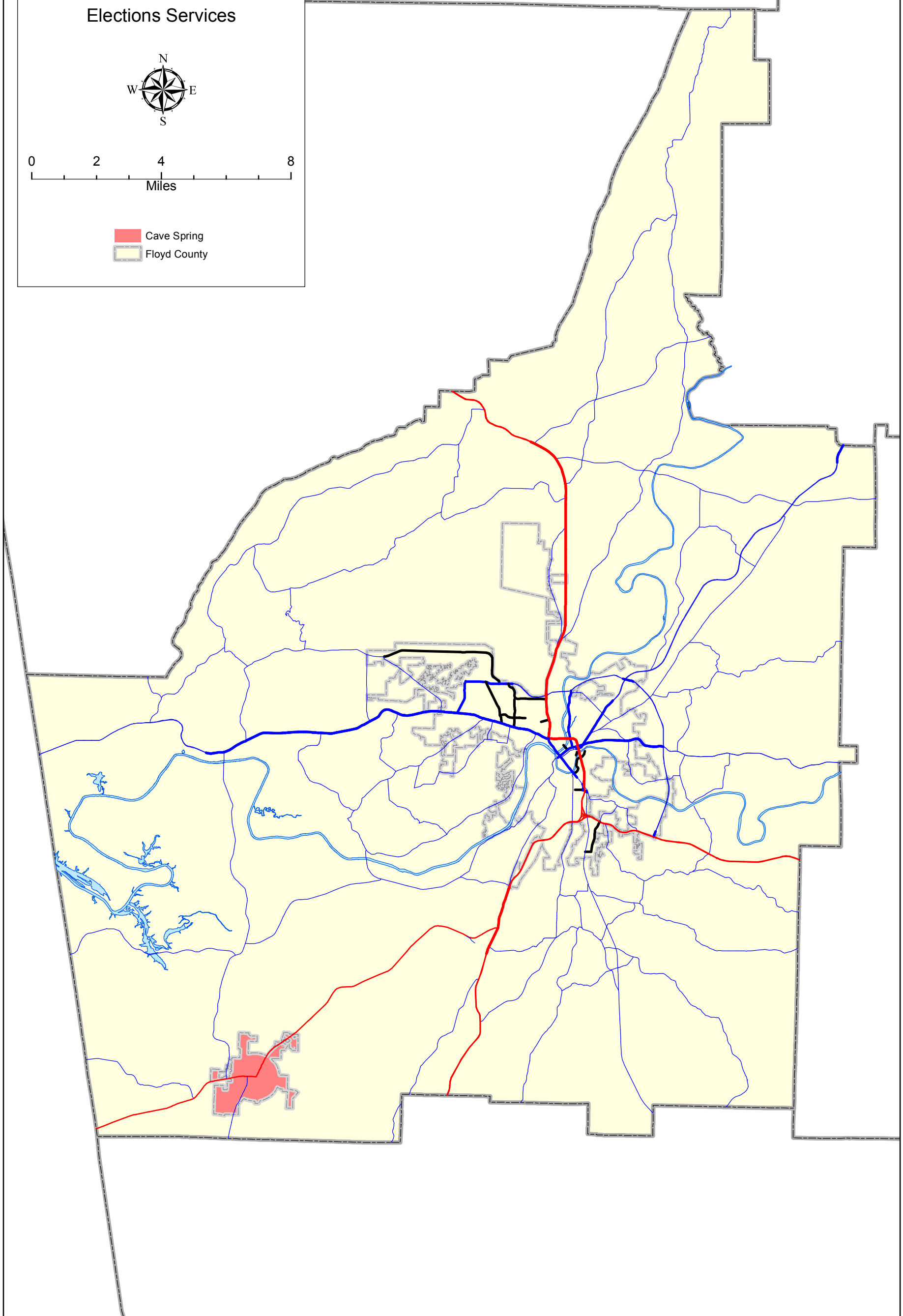
# City of Rome, Cave Spring and Floyd County

## Service Delivery Strategy

### Elections Services



- Cave Spring
- Floyd County





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Fire Services**

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.): **The City of Rome and the City of Cave Spring provide fire services within their respective municipal boundaries. Floyd County contracts with both cities to provide fire services in the unincorporated areas. See attached map. Further, both of these entities have a mutual aid agreement.**

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>
Floyd County	Special service district revenues
City of Rome	General Fund
City of Cave Spring	General Fund

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

None provided.

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>
Rome - Floyd Fire Contract	Floyd County and the City of Rome	01/13/2004 - 12/31/2013
Floyd-Cave Spring Fire Agree.	Floyd County and City of Cave Spring	11/25/2008 - 06/30/2018
Rome-Cave Spring Mutual Aid	City of Rome / City of Cave Spring	04/03/1981

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:

INTERGOVERNMENTAL CONTRACT FOR  
FIRE PROTECTION AND RESCUE SERVICES

THIS INTERGOVERNMENTAL CONTRACT FOR FIRE PROTECTION AND RESCUE SERVICES (this "Contract"), made and entered into as of the 25<sup>th</sup> day of November, 2008, by and between CITY OF CAVE SPRING, GEORGIA, a municipal corporation of the State of Georgia (the "City") and FLOYD COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County").

RECITALS

A.

Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for any period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision of joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide. Article IX, Section II, Paragraph III of the Georgia Constitution authorizes, among other things, any county or municipality may provide fire protection and emergency rescue services.

B.

The City and the County wish to enter into this Contract to set forth their agreement as to their cooperation in providing fire protection in the areas of the County hereinafter described, all as more specifically set forth below.

C.

The City, County and the City of Rome, Georgia, a municipal corporation of the State of Georgia, entered into an automatic and mutual aid fire agreement dated April 3, 1981 (the "1981 Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein as a part of this Contract.

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

1. Incorporation of Recitals. The foregoing recitals are true and correct and are made a part of this Contract as if fully set forth herein.

2. Automatic Aid. This Contract shall serve as an automatic aid agreement between the City and the County whereby the City shall provide fire protection services within that area of Floyd County identified in the map attached hereto as Attachment "B", which map by this reference is incorporated herein (such area, the "Contract Service Area"), consistent with the City's obligations under the 1981 Agreement. The City shall furnish to the scene of fire protection emergencies in the Contract Service Area when dispatched personnel, equipment, and a 1000 GPM Class "A" pumper, its equivalent or better, as required of the City in the 1981 Agreement.

3. Term of Contract. This Contract shall remain in full force and effect from the date of this Contract until 12:00 midnight on June 30, 2018. Notwithstanding the foregoing, either party hereto may cancel and terminate this Contract at any time, provided ninety (90) days prior to said termination, written notice of such intention to terminate shall be given to the other party. Otherwise, the Contract shall remain in force on a yearly basis until the end of the stated term. Any amounts paid by the County to the City shall be refunded to the County based upon the number of days remaining in the month if this Contract is terminated prematurely. Any remaining balance in the Capital Equipment Replacement Fund at the termination of this Contract shall be returned by the City to the County.

4. Payments. During the term of this Contract, the County will pay to the City an amount equivalent to fifty-five percent (55%) of the total operating expenses (as audited annually), or its prorated equivalent for any period less than a full fiscal year, said sum payable in equal monthly installments. The monthly contributions of the County previously referenced shall be used strictly in accordance with the budget, duly adopted, of the City for use by the Cave Spring Fire Department, a copy of which is attached hereto as Attachment "C" and made a part of this Contract. The City agrees that the County may at any time audit the City's accounts to determine that monies paid by the County to the City are spent in accordance with said budget, and in the event of a failure to comply with said budget by the City, the County may immediately suspend its monthly payments. The City shall submit by June of each year of this Contract a proposed annual budget for its Fire



Department for its fiscal year beginning July 1 and ending June 30 for the County's review. If the proposed budget for the Fire Department is five percent (5%) or more over the previous year's budget for the City's Fire Department, the County must also approve the budget before the City shall adopt any budget which includes the City's Fire Department.

In addition to the County's payments as set forth herein, the County shall pay to the City the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per year, which sum shall be segregated by the City and used exclusively as a Capital Equipment Replacement Fund administered by the City. All sums paid by the County to the Capital Equipment Replacement Fund may only be spent upon approval by both the County and the City.

The payments required in this paragraph 4 shall be the only costs incurred by the County for the City's provision of fire protection as herein described. In connection therewith, the City shall be solely responsible for the payment of all salaries, benefits, and other costs of City firefighters, all equipment and maintenance costs, all taxes, and all other costs and charges related to or arising out of the City's provision of fire protection and emergency rescue services as herein described.

5. Employee Status. It is expressly understood and agreed by the parties to this Contract that the fire protection personnel designated by the City herein to provide fire protection are not and shall not be considered employees or agents of the County. All employees of the City are entitled to the rights to which they are normally entitled as City employees.

6. Indemnification. The City shall hold harmless and indemnify the County from and against all claims, damages, losses and expenses arising out of the performance by a City employee of the services herein provided which are caused by or as a result from said employee's negligent acts or omissions.

9. Miscellaneous.

a. Entire Agreement. This Contract with its Attachments contains the entire agreement of the parties hereto and all understandings, representations, and agreements between them with regard to firefighting services. Each party warrants to the other that no agent, officer, employee, attorney or other representative of either has made any representation or statement,

nor are there any other agreements or understandings between or among any of the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

b. Notice. All notices to a party regarding this Contract or provision of services described herein shall be in writing addressed to the Mayor with respect to the City and to the County Commission Chairman with respect to the County.

c. Assignment. This Contract shall not be assignable by either party without the other party's prior written consent.

d. Governing Law. This Contract is made and shall be construed under and in accordance with the laws of the State of Georgia.

e. Captions. All captions, headings, section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Contract and shall not supplement, limit, or otherwise vary in any respect the text of this Contract.

f. Counterparts. This Contract may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

g. Severability. This Contract is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Contract, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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

CITY OF CAVE SPRING, GEORGIA

BY:

  
\_\_\_\_\_  
ROB WARE, MAYOR

ATTEST:

  
\_\_\_\_\_  
JUDY DICKINSON, CLERK

FLOYD COUNTY, GEORGIA

BY:

  
\_\_\_\_\_  
JERRY JENNINGS, CHAIRMAN  
BOARD OF COMMISSIONERS

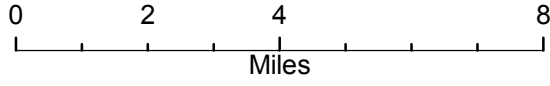
ATTEST:

  
\_\_\_\_\_  
KATHY ARP, CLERK 11-25-08

# City of Rome, Cave Spring and Floyd County

## Service Delivery Strategy

### Fire Services



### Fire Service Areas

- City of Cave Spring
- City of Rome

OGA

WHITFIELD

WALKER

GORDON

BARTOW

POLK

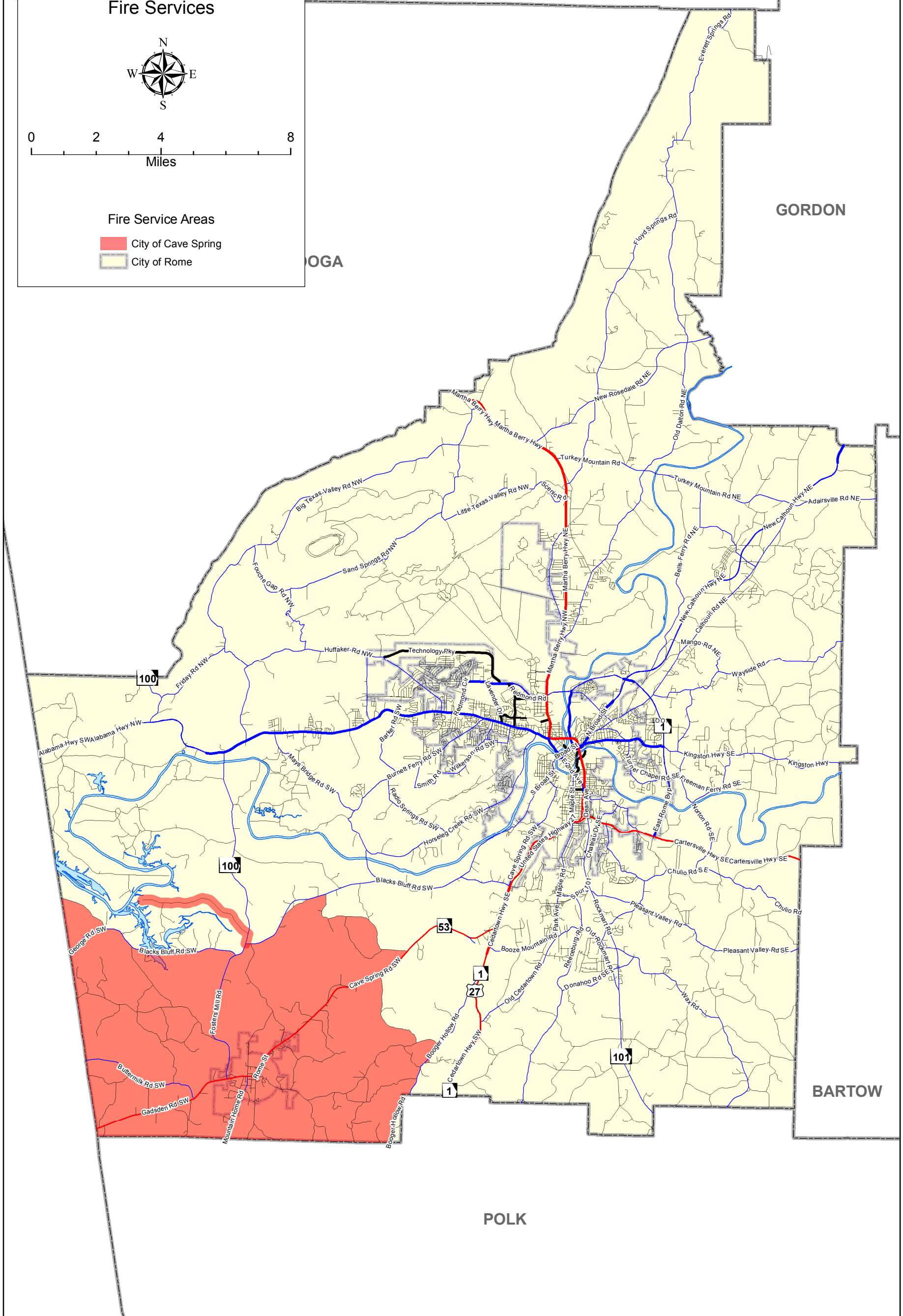


EXHIBIT "B"

AN AGREEMENT BETWEEN THE CITY OF CAVE SPRING, GEORGIA, FLOYD COUNTY, GEORGIA, AND ROME, GEORGIA for automatic aid in fire protection for the citizens within the corporate limits of Cave Spring, and the citizens of Floyd County within the outlined area of the attached map, and being better described as being within five (5) road miles of the fire station in the City of Cave Spring, Georgia.

The City of Rome being in contract with Floyd County for fire protection in all areas outside the corporate city limits will furnish one 1,000 GPM Class "A" pumper to respond with Cave Spring to any structure fire within the city limit boundaries.

The City of Cave Spring will furnish one 1,000 GPM Class "A" pumper in all areas outside the corporate city limits but within the outlined area to all structure fires, and to other miscellaneous fires requiring responses by only one engine.

Any fires requiring more than initial response of two 1,000 GPM Class "A" pumpers and one Chief Officer will be by mutual aid.

In all fires outside the corporate limits of the City of Cave Spring, the Rome Fire Department Officer in charge will have direct control of the fire ground operations. In all fires within the corporate limits of Cave Spring the Cave Spring Fire Department shall have this control unless the Rome Fire Department is requested to assume this control.

All dispatching of these units will be by the Rome Fire Department Communications Center and all units will respond and report to this control center.

This agreement may be cancelled by any party with sixty (60) days notice and in the event Floyd County might cease to contract with the City of Rome for fire protection the agreement would become void on the contract termination date.

No party will assume any additional liability by becoming members of this agreement effective March 15, 1981.

*Al Grace*  
AL GRACE, CITY MANAGER

*Richard McCullough*  
RICHARD MCCULLOUGH, COUNTY MANAGER  
FLOYD COUNTY

*Diane Dawson*  
DIANE DAWSON, MAYOR  
CAVE SPRING, GEORGIA

*Raymond R. Smith*  
RAYMOND R. SMITH, CHIEF  
ROME FIRE DEPARTMENT

*Charles Jackson*  
CHARLES JACKSON, FIRE CHIEF  
CAVE SPRING, GEORGIA

*M. Lee I. Boster*  
SEAL

4/3/81  
DATE

CITY OF ROME  
ATTEST

GEORGIA, FLOYD COUNTY:

THIS AGREEMENT; made and entered into this 13<sup>th</sup> day of January, 2004 by and between THE CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County."

WITNESSETH:

WHEREAS, the City presently provides and operates an extensive fire protection service for its citizens as well as for the citizens of the unincorporated area of the county, and, pursuant to an Automatic Aid Agreement, for the citizens of Cave Spring, Georgia, and has done so for a number of years; and

WHEREAS, current ISO ratings are as follows:

<u>District</u>	<u>Class</u>
City	3
Unincorporated Coverage Area	5
City of Cave Spring	7
Unincorporated Non-Coverage Area;	9

and

WHEREAS, the County has contracted with the City for fire service in the unincorporated area of the County for the past ten years; and

WHEREAS, the parties desire to continue the undertaking whereby the City provides fire service to the unincorporated area in consideration of payment by the County of a certain portion of the overall Rome Fire Department budget and equipment; and

WHEREAS, the parties desire to extend the term of the understanding between the parties and to formalize that understanding and the rights and obligations of the parties by means of written contract; and

WHEREAS, it appears that the City and the County and all Floyd County citizens would benefit by the continued maintenance of the arrangement heretofore enjoyed by the parties; and

WHEREAS, the governing bodies of the City and the County, desiring to establish a plan for insuring an equitable distribution of fire services cost between the parties, have met and discussed the Analysis of Cost Sharing for Fire Services dated October 2003 by Robert A. Loveland and have authorized the within formal contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

1.

TITLE OF AGREEMENT. This agreement shall be known as the "Fire Service Contract" of the City and the County

2.

DEFINITIONS. As used in this Agreement, the following terms and definitions shall be applied:

- (a) "The City" shall mean the City of Rome.
- (b) The "City Commission" shall mean the Rome City Commission.
- (c) "The County" shall mean Floyd County.
- (d) The "County Commission" shall mean the Board of Commissioners of Floyd County, Georgia.
- (e) "The Fire Department" shall mean the Rome Fire Department.
- (f) "Fire Services" shall mean and include fire suppression, fire prevention, fire personnel training, general emergency response, rescue service, and community education service, including all manpower, facilities, and equipment to effect the foregoing. Fire service shall also include fire hydrant maintenance, which shall include

only periodic marking, painting, testing, and adjustment. Any placement, replacement, and repair parts and materials of hydrants is not included as maintenance.

(g) "The Fire Fund" shall mean the City-County Fire Fund as described in Paragraph 6 hereof.

(h) "Fiscal year" shall mean January 1 through December 31 of each year of the term of this contract.

(i) "OBR" and "Overall Budget Ratio" shall be that ratio as described and computed in Paragraph 6 hereof.

(j) Whenever the word "expansion" is used, it is understood that, in the case of a reduction, a corresponding reverse computation shall apply. Expansion would mean the addition of fire companies or other units and would not include the relocation of existing companies.

(k) "Fire Committee" shall be as described in Paragraph 13 hereof.

3.

OBLIGATION OF CITY. For the term set out in this Fire Service Contract, the City shall provide, through the Rome Fire Department, Fire Service to the unincorporated areas of the County; provided, however, the Automatic Aid Agreement with the City of Cave Spring, Georgia, shall supersede this provision within the area covered by that Agreement.

4.

TERM. The term hereof shall officially begin as of January 1, 2004 and extend through December 31, 2013. The parties understand and contemplate the desirability of renewing this contract for a similar term on or before its expiration.



5.

OPERATING REVIEW. During the first six (6) months of the year 2007 and, again, during the last six (6) months of the year 2013, the Fire Committee shall conduct a comprehensive review and evaluation of the operations of the Fire Department, the operating goals of the Fire Department and of the performance of the obligations set forth in this Agreement. In conducting such a review and evaluation, the Fire Committee shall engage an independent consultant, which consultant shall be required to conduct an appropriate study and consult with the City and County Managers and prepare and submit to the Committee a report of findings and recommendations. If said study reveals gross inequities either in favor of or in disfavor of either the City or the County, the City and the County agree to immediately reconsider and renegotiate whatever terms of this Agreement are found to give rise to the inequity.

6.

FIRE FUND. For the purpose of providing Fire Service, there is hereby established the City-County Fire Fund, which shall consist of: (1) all sums contained in the Fire Fund as it exists as of execution of this Fire Service Contract as provided in Paragraph 12(a) hereof; and (2) the annual OBR payments provided for hereinafter in this paragraph and in Paragraph 7 hereof; and (3) the capital equipment replacement and building repair payments provided for in Paragraph 10 hereof; and (4) any expansion payments as provided for in Paragraph 9 hereof; and (5) payments made into the "station relocation" account provided for in paragraph 10E hereof. Except as provided for in relation to the station relocation account, the City and County obligations to the Fire Fund shall be computed according to an Overall Budget Ratio ("OBR") for a given fiscal year. The OBR is computed to account for annual operating, maintenance and repair costs, capital

equipment replacement costs, and building repair costs. The OBR may be adjusted as provided for in Paragraphs 8 and 9 hereof.

The initial OBR for 2004 shall be:

<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
50%	50%	100%

7.

PAYMENTS. Each party shall make to the Fire Fund, on or before the 10th of each month, payments required by this contract. There shall be assessed after the 15th of each month, automatically, a penalty for late payment, in the amount of one percent (1%) per month for any delinquent payment.

Recognizing that citizens and properties within the City generate the tax monies to provide their fire service, and that the intent hereof is that the County is contracting to purchase Fire Service for citizens and properties outside the City, the parties agree that in providing for making payments required by this Fire Contract, the County shall not utilize tax monies derived directly from the City of Rome geographical area.

8.

O.B.R. ANNUAL ADJUSTMENT. The Operating Budget Ratio shall be adjusted upon mutual agreement with both parties. The adjustment will be based on data and information for the most current year.

9.

EXPANSION OF FIRE SERVICE. For any expansion of Fire Service made by the City or County, or both, during a given fiscal year, the OBR for that fiscal year shall be adjusted as follows:

(a) If the expansion is mutually agreed upon by the City and County, then the capital and operating expenses shall be assessed to the City and County according to the

mutually agreed upon ratio of benefit to the City and County, upon the recommendation of the Fire Committee. Any such agreement shall be in accordance with Paragraph 20 of this Agreement.

(b) If the expansion is effected unilaterally by either the City or County, then the OBR shall be adjusted by assessing to the expanding party (1) 100% of the additional cost of the real estate and improvements thereon, unless paid for directly by the expanding party, and (2) 100% of the additional cost to staff, equip, operate, maintain, and repair the new facility and to make capital replacements. This adjustment will continue until both parties agrees to change.

10.

CAPITAL PLANNING. (a) During the life of the contract, the Fire Chief shall maintain a register of all fire apparatus and equipment currently owned by or assigned to the Fire Department, its current value, together with the identification of which party hereto owns it.

(b) The Fire Chief shall maintain a five-year capital (equipment, fire apparatus, and buildings) replacement and improvement plan for the Fire Department. This plan will be updated annually and shall be incorporated in the annual report to the City, the County, and Fire Committee.

(c) There is established within the Fire Fund a "capital replacement" account. The City and the County shall each contribute to the capital replacement account in accordance with the OBR, and the total amount of the annual contribution shall be no less than the annual straight-line depreciation for all capital equipment and fire apparatus assigned to the Fire Department, excluding buildings and repairs thereon.

(d) There is established within the Fire Fund a "building repairs" account. The City and the County shall each contribute to the building repairs account in accordance

with the OBR. "Building repairs" shall mean and include repairs, maintenance, and improvement not amounting to an "expansion" of fire service.

(e) "During 2004, the Fire Committee using fund balance in the Fire Fund, shall engage an independent consultant to conduct an appropriate study for possible additional stations (more than 10) to expand the existing coverage area. Relocation of existing stations along with new stations will be considered. The study shall also consider an analysis of alternative operation procedures to optimize use of manpower and equipment including possible use of some volunteers and mobile crews (jump squad)."

11.

FIRE FUND ACCOUNT; WORKING CAPITAL. The City shall maintain the Fire Fund as a separate account, and the Fire Committee shall periodically determine the amount of reserve to be maintained for working capital, provided that the reserve shall never be less than \$400,000.

All interest income shall be maintained and accounted for in the Fire Fund.

In addition to the reports provided for in Paragraph 15, an annual audit will be provided to the City Commission and the County Commission, and the cost thereof shall be paid out of the Fire Fund.

12.

TRANSITION. (a) At the conclusion of the audit for Fiscal Year 2003 all sums contained in the Rome Fire Fund as it existed December 31, 2003 shall be left in the Fire Fund as Fund Balance.

(b) Title to all real property now or hereafter devoted to Fire Service uses, owned by the respective parties, shall remain in the respective parties; provided that the County shall, and does hereby, lease, for Fire Service to the City its facilities now or

hereafter devoted to uses contemplated under Fire Service. The parties acknowledge that the current County fire stations are Armuchee, Shannon, and the Wax Community. All operation, maintenance, repair and improvement costs shall hereafter during the Term be paid out of the Fire Fund.

(c) Title to all fire vehicles and all non-vehicular fire equipment and apparatus and all support equipment, furniture, and fixtures of the County shall be, and is hereby, conveyed to the City for Fire Service. All fire vehicles and all non-vehicular fire equipment and apparatus and all support equipment, furniture, and fixtures of the County hereafter acquired shall be paid for out of the Fire Fund and titled in the City. In the event of termination, the disposition of all such vehicles, apparatus, and equipment shall be governed by Paragraph 19

13.

FIRE COMMITTEE. (a) There is hereby established a joint City-County "Fire Committee," in order to keep both the City and the County regularly informed about, and to report upon the activities and future plans of the Rome Fire Department. The Fire Committee shall consist of the following members: two (2) Commissioners designated by the City Commission; two (2) Commissioners designated by the County Commission; the City Manager; and the County Manager. The Fire Chief shall serve as advisor and staff to the Committee.

(b) The Committee shall meet quarterly at the call of the Chairman, or as necessary, or at the call of a majority of either the City Commission or the County Commission.

(c) The Committee shall elect annually, as chairman, a commissioner from either the City or the County and, as vice-chairman, a commissioner from the other of the City or the County.

(d) The Committee shall adopt rules of procedure to provide for the orderly meeting and functioning of the Fire Committee.

(e) The City shall provide a secretary to record the minutes of each meeting and to provide each committee member and all City and County Commissioners with a copy of said minutes in a timely fashion.

(f) At each quarterly meeting, the Fire Chief shall present the financial and activity reports and such other reports as may be pertinent to the meeting.

(g) As one of its duties, the Fire Committee shall guide the Fire Chief in the annual budget process provided for in Paragraph 16.

(h) No later than April of each year, the Committee shall receive the annual report of the prior year. The annual report shall include at least the following:

- (1) The report of the prior year activities;
- (2) The annual audit of the Fire Fund;
- (3) The annual update of the five-year capital replacement and improvement plan for the Fire Department, and
- (4) An annual update of fire station relocation and relocation account activities.

14.

MANAGEMENT OF FIRE DEPARTMENT. In the management of the Fire Department, the Fire Chief is the chief operating officer and is the commanding officer of all fire personnel and operations. He is vested with all emergency powers of a fire chief in the State of Georgia while operating in the City and in the County.

The personnel rules and regulations of the City of Rome shall apply to all Fire Department personnel.

The City Manager is the chief executive officer responsible for the City

performance of this Fire Contract and for the Fire Service provided by the Fire Department. In addition, the City Manager is the officer designated to receive all reports, notices, and correspondence, and to conduct all official transactions on behalf of the City for purposes of this Fire Contract.

The County Manager is the chief executive officer responsible for the County performance of this Fire Contract and shall be the officer designated to receive all reports, notices, and correspondence, and to conduct official transactions on behalf of the County for purposes of this contract.

The parties acknowledge that the Fire Department will maintain an Automatic Aid Agreement with the City of Cave Spring, Georgia, as set out in Paragraph 3 hereof.

15.

RECORDS AND REPORTS. The records of the Fire Department will be open for examination by either party, and the following reports will be made regularly: monthly budget report (sent to County Manager), monthly general activity report, annual report, and annual briefing to the Fire Committee regarding the status of the Fire Department. In addition, special reports may be made as reasonably requested.

16.

BUDGET. (a) During each year of the Term, the Fire Chief shall initiate the annual budget process in a timely fashion with guidance from the Fire Committee. The Fire Chief shall submit his final draft of the annual budget proposal no later than October 15 of each year. The Fire Committee shall receive the Chief's budget proposal for review and evaluation. The Committee shall develop the Fire Committee's final recommended annual Fire Fund Budget for transmittal to the City and County Commissioners no later than October 31 of each year.

(b) The County shall complete its review and submit written comments to the City no later than November 15.

(c) The City Commission will adopt the annual budget for the Fire Department and provide copies of the adopted budget to the Fire Department, the County, and the Fire Committee.

(d) In the event that the budget proposal increases the Fire Fund by more than seven percent (7%) of the then current year budget, then such amounts in excess shall not be assessed against the County without expressed approval of the County Commission, which approval shall not be unreasonably withheld. Provided, that if the cost of living index (as published by the U.S. Department of Commerce) for the then current year exceeds five percent (5%), then the increase requiring said approval shall be a percentage exceeding the cost of living index plus two percent (2%). Provided, further, that in the computation of said increase, no adjustment because of expansion, as provided for in Paragraph 9 hereof, shall be used.

17.

INSURANCE. With respect to Fire Service, there shall be provided and paid for out of the Fire Fund insurance coverage of both parties, and their employees and public officials, including:

- (a) Workers' compensation;
- (b) Employers' liability;
- (c) Public liability (personal injury and death);
- (d) Public liability (property damage);
- (e) Automobile liability (personal property damage);
- (f) Automobile liability (property damage);



- (g) Public officials' liability;
- (h) Fire and casualty;

all substantially in accordance with the current general insurance program of the City.

In the event of any claim or litigation against one or both of the parties, or their respective employees or officials arising out of Fire Service, the parties shall cooperate and mutually support each other in the vigorous defense of such claim or action.

18.

STATUTES AND CODES. In order to permit the City to fulfill its obligation to provide Fire Service, the County will use its best efforts to make its requirements of construction compatible with all statutes, ordinances, standards, rules and regulations applicable to Fire Service functions, including the National Electrical Code, the National Fire Protection Association 101 Life Safety Code, and a basic fire prevention code, and revisions thereof, and shall use its best efforts to adopt said codes and to maintain and enforce same.

19.

TERMINATION. (a) Termination may be effected by governmental action, act of God, war or other catastrophe beyond the control of either party.

(b) Either party may terminate this contract, provided that said party has given notice of intent to terminate no less than one (1) year in advance.

(c) Notice of termination must be in writing, addressed and delivered to the City Manager with respect to the City and to the County Manager with respect to the County.

(d) The party electing to terminate shall pay any unemployment compensation due to employee layoff that may come as a result of the Agreement being terminated.

(e) Upon termination, the capital assets of the Fire Department shall be divided

in that proportion which the sum of (i) the value of capital asset initially contributed (according to the register referred to in Paragraph 10(a) hereof), and (ii) funds contributed during the Term bears to the depreciated value of the assets existing at time of termination.

(f) Division of the said assets may be effected in kind (utilizing appropriate and satisfactory appraised values) or by payment in cash.

(g) Upon termination, fire station buildings and real property for companies 1,2,3,4,5,6 and 7 would be deeded to the City and the buildings and real property for companies 8,9 and 10 would be deeded to the County.

(h) Upon termination, fire station buildings and real property added under Paragraph 9(a) of the Agreement shall be deeded to the City or County according to the terms of the expansion agreement made at the time of the expansion.

20.

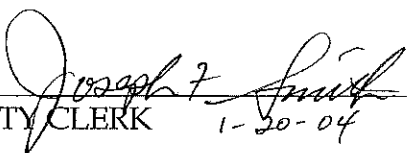
AMENDMENTS. This agreement cannot be amended, modified, changed, or discharged, except in writing signed by the parties upon proper authority.

21.

EXECUTION. The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect.

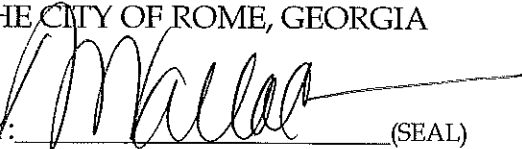
IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

  
CITY CLERK 1-20-04

)  
)  
)  
)  
)  
)

THE CITY OF ROME, GEORGIA

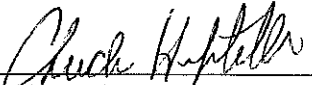
BY:  (SEAL)  
MAYOR

ATTEST:

  
COUNTY CLERK

)  
)  
)  
)  
)  
)

FLOYD COUNTY, GEORGIA

BY:  (SEAL)  
CHAIRMAN OF THE BOARD  
OF COMMISSIONERS OF  
FLOYD COUNTY, GEORGIA



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service: *Warrant and Jail Services***

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.): **Floyd County**

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

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

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

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	User Fees / Charges for Services / General Fund
City of Rome	General Fund / Fines
City of Cave Spring	General Fund / Fines

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

None provided.

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>
Jail Agreement - 2008	City of Rome / Floyd County / Sheriff's Office	01/01/2008 - 12/31/2012
Cave Spring Jail Agreement	Floyd County / Sheriff's Office	11/24/2009 - 12/31/2013
Cave Spring Warrant Agmt.	Sheriff's Office / City of Cave Spring	03/01/2006 -

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:



# OFFICE OF THE COUNTY CLERK

TWELVE EAST 4<sup>TH</sup> AVENUE, SUITE 209 • POST OFFICE BOX 946 • ROME, GEORGIA 30162  
PHONE: 706.291.5110 • FAX: 706.291.5248 • [www.floydcountyga.org](http://www.floydcountyga.org)

November 25, 2009

Mr. Rob Ware, Mayor  
City of Cave Spring  
P. O. Box 365  
Cave Spring, GA 30124

**RE: Cave Spring/Floyd County Jail Agreement**

Dear Rob:

At their meeting of November 24, 2009, the Floyd County Board of Commissioners approved the Agreement between Floyd County, the City of Cave Spring and the Sheriff of Floyd County for the detention of persons in the Floyd County Jail.

Enclosed for your information and file is a copy of the fully executed Agreement.

Sincerely,

  
Kathy M. Arp  
County Clerk

C: Kevin Poe, County Manager  
Gary Burkhalter, Comptroller/Finance Director  
Tim Burkhalter, Floyd County Sheriff

BOARD OF COMMISSIONERS  
JOHN MAYES, CHAIRMAN  
EDDIE LUMSDEN, VICE-CHAIRMAN  
IRWIN BAGWELL  
GARRY FRICKS  
CHAD WHITEFIELD

ADMINISTRATION  
KATHY ARP, CCC, COUNTY CLERK

**CAVE SPRING/FLOYD COUNTY JAIL AGREEMENT  
2009**

THIS AGREEMENT, made this 24 day of November, 2009, between and among Floyd County, a political subdivision of the State of Georgia, hereinafter called "the County," the City of Cave Spring, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City," and the Sheriff of Floyd County, hereinafter called "the Sheriff."

WITNESSETH:

WHEREAS, the City desires to contract with the County for the detention of persons charged with or convicted of violation of laws and ordinances of the City; violation of criminal laws of the State relating to traffic as tried by the Municipal Court, or held as material witness or for detention; and

WHEREAS, the County constructed a jail to serve the people of Floyd County that complies with federal standards, state laws and is operated in accordance with such laws, standards, policies and procedures; and

WHEREAS, the Sheriff is recognized by law as the jailer of Floyd County, in charge of the inmates of the jail; and

WHEREAS, there is sufficient space and facilities to house inmates for the City,

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows:

1.

It is the intent of this agreement that, in pursuance of law enforcement in and for Cave Spring and Floyd County, the County and the Sheriff will accept and house inmates for the City.

2.

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- (a) “The County” shall mean Floyd County.
- (b) “The City” shall mean the City of Cave Spring.
- (c) The “County Commission” shall mean the Board of Commissioners of Floyd County, Georgia.
- (d) “County Manager” shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (e) “City Clerk” shall mean the administrative head of the city government, appointed by the Cave Spring City Council.
- (f) The “City Council” shall mean the Cave Spring City Council.
- (g) “Jail” shall mean the Floyd County Jail located at 2526 New Calhoun Road, Northeast, Rome, Georgia.
- (h) “Inmate” means a person who is detained in the jail by reasons of being charged with or convicted of a municipal offense or any offense over which the Municipal Court has jurisdiction.



- (i) “Jail Officer in Charge” means the Sheriff of Floyd County, or the person designated by him to have supervision of the Jail.
- (j) “Municipal Court” means the Court established by the City with jurisdiction to try all violations of the laws and ordinances of the City.
- (k) “Municipal Court Judge” means the Judge designated by the City to preside over the Cave Spring Municipal Court.
- (l) “City Duty Officer” means the City police officer so designated by the Cave Spring Chief of Police for each working shift at the City Police Department.
- (m) “On Site Medical” means the same medical care and service provided at the jail for inmates detained by Floyd County.
- (n) “Emergency Medical” means medical care and services provided by inmates outside the jail, including the transportation and security of the inmates.
- (o) “Extended Medical” means medical care and services provided inmates outside the jail in medical facilities for extended periods, including the transportation and security for the inmates.
- (p) “Standard Medical Supplies” includes aspirin, Band-Aids and similar materials (non-prescription) found in a standard first aid kit.

- (q) "Special Medical Supplies" means those supplies and drugs required for inmates with epilepsy, diabetes or other special medical problems.
- (r) "Sheriff" is the Jailer of Floyd County, Georgia.
- (s) "Inmate Day" means all or any part of one calendar day beginning at 12:00 Midnight and ending twenty-four hours later at 12:00 Midnight in which an inmate as defined herein is detained in the jail.

3.

TERM. This Agreement shall be deemed to have commenced on August 11, 2009 at 12:01 A.M., and shall terminate December 31, 2013 at 11:59 P.M.; provided, that the payments by the City under paragraph 11 shall commence on November 1, 2009.

4.

OBLIGATIONS OF COUNTY AND SHERIFF. The County will accept into the jail such inmates as the City may request and shall give priority in the housing of inmates over prisoners from other counties and municipalities at the discretion of the Sheriff. The Sheriff shall accept the inmates into the jail and provide for the secure custody, care and safekeeping of such inmates in accordance with state and local laws, standards, policies and procedures applicable to the operation of the jail.

5.

OBLIGATIONS OF THE CITY. The City agrees to transport the inmates to the jail and release them to the custody of the jail officer in charge. In addition to the usual information obtained and records maintained with respect to inmates detained by Floyd

County, the Sheriff shall keep a record of the inmates committed to the jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;
- (c) the process under which the person was committed;
- (d) the date of commitment to the jail;
- (e) the date of discharge; and
- (f) under what order discharged.

The Sheriff shall keep this record book on file in his office.

Transportation of inmates to and from the jail to Municipal Court or to the City Police Department shall be performed by members of the Cave Spring Police Department and the expense thereof shall be borne by the City. Removal and return of the same inmate in a 24-hour period by the City shall not constitute a new admission. The City of Cave Spring is committed to the principles of a detoxification program, and wants to continue the practice of sending its inmates to a program. The transportation of inmates to and from the jail to such program shall also be performed by members of the Cave Spring Police Department and the expenses of same shall be borne by the City.

6.

SUPERVISION BY SHERIFF. All inmates delivered to the jail by the City shall be under the direct supervision and control of the Sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for inmates the same as for non-Superior Court sentenced inmates, and that conversion of the computation of the inmates

from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to State law, and the City agrees to be bound by such determination.

7.

RELEASE OF INMATES. The County agrees to release inmates only to City Police Officers designated by the City Duty Officer. The City authorizes its Duty Officer to designate to the Sheriff an early release date for any inmate, based upon the then prevailing conditions and circumstances. The Judge of the Municipal Court may terminate the sentence of any inmate upon written order directed to the Sheriff.

8.

SHERIFF'S RULES. All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the jail shall be applicable to inmates and the Sheriff is granted the authority to enforce same, including the right to work inmates within the confines of the jail and allow inmates to serve as trustees.

9.

COSTS ATTENDANT TO CUSTODY. The Sheriff shall maintain physical custody of the inmates and the County and the Sheriff shall furnish them food, clothing, on site and emergency medical treatment, and standard medical supplies. To the extent that the Sheriff would be required to provide, and/or the County would be required to pay for, special medical supplies, dental services, emergency medical, and extended medical for non-City inmates, the City shall pay for such services of the inmates and shall provide transportation and security required for the inmates. To the same extent, if there are costs

for reasonable and necessary follow-up medical or hospital care rendered to the inmates as a result of the initial emergency care and treatment, the City shall bear same.

10.

TRANSITION FROM CITY INMATE STATUS. It is understood and agreed that inmates shall be chargeable to the City until released or booked on violation of State or Federal charges.

11.

PAYMENTS BY CITY. The amount paid by the City to the County in consideration for the housing of inmates in accordance with this Agreement shall be the sum of:

- (a) A base payment which shall be determined by multiplying \$15.00 (the "Base Rate") by the total number of inmate days for each inmate in the jail in the applicable month (the "Base Monthly Payment"); plus
- (b) All amounts collected by the City from its imposition of a ten (10%) percent penalty on all fines and forfeitures as defined and authorized by the "Jail Construction and Staffing Act" of 1989, as amended ("the ten (10%) percent add-on penalty").

The County shall send a monthly bill to the City for the Base Monthly Payment. The bill shall list the name of each inmate and the specific date(s) of each

inmate's confinement. The bill shall be submitted to the City, with a copy to the County Finance Department, on or before the 10<sup>th</sup> day of each month, and payment shall be due and payable on or before the 20<sup>th</sup> day of each month. All bills not paid by the 30<sup>th</sup> day of each month shall automatically bear a late charge in the amount of 1% per month for each delinquent month. All additional charges which the County is legally required to pay for inmates, including, but not limited to emergency and medical, dental, transportation and security, shall be billed to the City on or before the 10<sup>th</sup> of the month, and shall be due and payable on or before the 20<sup>th</sup> day of the month. All such bills not paid by the 30<sup>th</sup> day of each month shall automatically bear an interest rate charge in the amount of 1% per month for each delinquent month.

The City shall remit the proceeds from the 10% add-on penalty with its monthly payment of the County bill.

This contract is intended to fulfill all requirements of the "inter-governmental contract after January 1, 1990" provided in O.C.G.A. §15-21-92.

12.

EXTENSION OF AGREEMENT. The City may extend this Agreement for an additional period of five (5) years by giving written notice of such intention to the County at least six (6) months prior to the expiration of the original term. Said extension shall be on the same terms and conditions as set forth in this original Agreement, but shall be conditioned upon the parties reaching a new agreement regarding the figures used in Paragraph 11.

13.

TERMINATION. This Agreement may be terminated by either party, with or without cause, at any time, upon twelve (12) months notice in writing delivered by certified mail to the respective Manager of the County or City Clerk of the City.

14.

NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

As to the County: County Manager  
Floyd County, Georgia  
P. O. Box 946  
Rome, Georgia 30162-0946

As to the City: Cave Spring City Clerk  
Cave Spring City Hall  
P. O. Box 365  
Cave Spring, Georgia 30124

15.

AMENDMENT. This Agreement cannot be amended, modified, changed, discharged, or terminated except by a writing signed by the parties under proper authority.

16.

MUTUAL COOPERATION. In the event of any claim or litigation against the parties, or either of them, or their respective employees and officials, arising out of the undertaking of this Agreement, the parties shall cooperate and mutually support each other in the vigorous defense of any such claim or action.

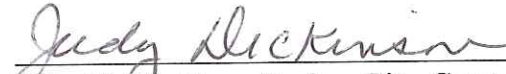
17.


FULL FORCE AND EFFECT. The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect.


IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, hereunto set their hands and affixed their seals the day and year first above written.


ATTEST:

THE CITY OF CAVE SPRING,  
GEORGIA

  
\_\_\_\_\_  
City Clerk, Cave Spring City Council

BY:   
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk, Board of Commissioners of  
Floyd County, Georgia

BY:   
\_\_\_\_\_  
Chairman, Board of Commissioners,  
Floyd County, Georgia

  
\_\_\_\_\_  
Witness

BY:   
\_\_\_\_\_  
Sheriff, Floyd County, Georgia



CITY OF CAVE SPRING  
STATE OF GEORGIA  
AND  
FLOYD COUNTY SHERIFF'S OFFICE  
STATE OF GEORGIA

**SERVICE AGREEMENT**

This Contract and Agreement entered into by and between the City of Cave Spring, Georgia (CITY) and the Floyd County Sheriff's Office (SHERIFF); as follows:

1.

The City of Cave Spring, Georgia (ORI: GA 0570300) has agreed to authorize the Sheriff of Floyd County, Georgia (ORI: GA 0570000) to serve the warrants issued by the Municipal Court of Cave Spring and agree to the following duties and responsibilities for entering, modifying, clearing and cancelling said warrants.

- (a) The Clerk of Municipal Court for the City shall forward to the Field Services Division Warrant Clerk for the Sheriff the original warrant for the arrest of the Defendant, along with all supporting documents (traffic citations, incident reports, et cetera). The extradition limits will be set by the Judge of the Municipal Court of the City.
- (b) The Field Services Division Warrant Clerk will enter the warrant issued in the NCIC using the extradition limits as per the Court Order using the ORI Number of the City of Cave Spring Police Department (GA 0570300), using the information

provided by the City Clerk and any other information that is available on hand.

The original warrant and supporting information shall be maintained on file in the Field Services Office until the warrant is served or recalled by the Court.

- (c) No later than ninety (90) days after the entry of the warrant and each year after the City of Cave Spring Police Department will be responsible for validations of each warrant to the Georgia Crime Information Center (GCIC) and the National Crime Information Center (NCIC). Validations will be done in accordance with GCIC/NCIC policy. Failure to perform validations will result in the removal of the warrant from the system by GCIC/NCIC.
- (d) Personnel at the Floyd County Jail shall be responsible for canceling or clearing all Cave Spring Municipal Court warrants served and booked into the Floyd County Jail. The executed warrant and all supporting paperwork will then be returned to the Clerk of Cave Spring Municipal Court for prosecution.
- (e) The Floyd County Sheriff's Office will assist the City of Cave Spring by attempting service of warrants located outside of City Limits of the City of Cave Spring. The City of Cave Spring accepts full responsibility for the validity of all warrants issued by the Municipal Court of the City of Cave Spring.
- (f) The Clerk of Court for the City of Cave Spring will be responsible for recalling any and all warrants in a timely manner, in writing to the Field Services Division

upon the payment of a fine or any other reason for the recall of a warrant. This information may be sent by fax.

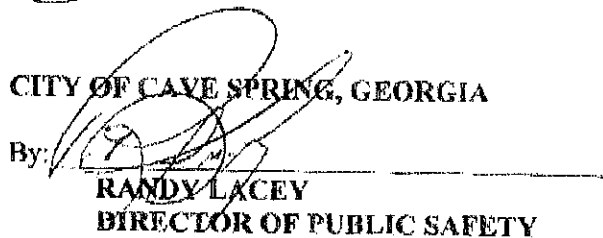
- (g) The City of Cave Spring will be responsible for extraditions of persons being arrested on a warrant from the Municipal Court and arrested outside of Floyd County and/or the State of Georgia. This includes providing the personnel and transportation needed to return a defendant to the jurisdiction of the Court.

Said Agreement entered into this 16 day of March, 2006.

**FLOYD COUNTY SHERIFF'S OFFICE**

By:   
**TIM BURKHALTER**  
**FLOYD COUNTY SHERIFF**

**CITY OF CAVE SPRING, GEORGIA**

By:   
**RANDY LACEY**  
**DIRECTOR OF PUBLIC SAFETY**

**ROME/FLOYD COUNTY JAIL AGREEMENT  
2008**

**THIS AGREEMENT**, made as of the 1<sup>st</sup> day of January, 2008, between and among Floyd County, a political subdivision of the State of Georgia, hereinafter called "the County", the City of Rome, Georgia, a municipal corporation of the State of Georgia, hereinafter called "the City", and the sheriff of Floyd County, hereinafter called "the Sheriff".

**WITNESSETH:**

**WHEREAS**, the City desires to contract with the County for the detention of persons charged with or convicted of violation of laws and ordinances of the City; violation of criminal laws of the State relating to traffic as tried by the Municipal Court, or held as material witness or for detention; and

**WHEREAS**, the County constructed a jail to serve the people of Floyd County that complies with federal standards, state laws and is operated in accordance with such laws, standards, policies and procedures; and

**WHEREAS**, the Sheriff is recognized by law as the jailer of Floyd County, in charge of the Inmates in said jail; and

**WHEREAS**, there is sufficient space and facilities to house Inmates for the City,

**NOW THEREFORE**, for and in consideration of the premises and the mutual undertakings hereinafter contained, the County, the City and the Sheriff hereby agree as follows;

1.

It is the intent of this agreement that, in pursuance of law enforcement in and for Rome and Floyd County, the County and the Sheriff will accept and house Inmates for the City.

2.

As used throughout this Agreement, the following terms shall have the meaning set fourth below:

- (a) "The County" shall mean Floyd County.
- (b) "The City" shall mean the City of Rome.
- (c) The "County Commission" shall mean the Board of Commissioners of Floyd County, Georgia.

- (d) "County Manger" shall mean the chief administrative officer of the County appointed by the Board of Commissioners.
- (e) "City Manager" shall mean the administrative head of the city government, appointed by the Rome City Commission.
- (f) The "City Commission" shall mean the Rome City Commission.
- (g) "Jail" shall mean the Floyd County Jail located at 2526 New Calhoun Road, Northeast, Rome, Georgia.
- (h) "Inmate" means a person who is detained in the jail by reasons of being charged with or convicted of a municipal offense or any offense over which the Municipal Court has jurisdiction.
- (i) "Jail Officer in Charge" means the Sheriff of Floyd County, or the person designated by him to have supervision of the Jail.
- (j) "Municipal Court" means the Judge designated by the City to preside over the Rome Municipal Court.
- (k) "Municipal Court Judge" means the Judge designated by the City to preside over the Rome Municipal Court.
- (l) "City Duty Officer" means the City police officer so designated by the Rome City of Police for each working shift at the City Police Department.
- (m) "On Site Medical" means the same medical care and service provided at the Jail for Inmates detained by Floyd County.
- (n) "Emergency Medical" means medical care and services provided Inmates outside the jail, including the transportation and security of the Inmates.
- (o) "Extended Medical" means medical care and services provided Inmates outside the Jail in medical facilities for extended periods, including the transportation and security for the Inmates.
- (p) "Standard Medical Supplies" includes aspirin, Band-Aids and similar materials (non-prescription) found in a standard first aid kit.
- (q) "Special Medical Supplies" means those supplies and drugs required for Inmates with epilepsy, diabetes or other special medical problems.
- (r) "Sheriff" is the Jailer of Floyd County, Georgia.

- (s) "Inmate Day" means all or any part of one calendar day beginning at 12:00 Midnight and ending at 12:00 midnight.

3.

**TERM:** This Agreement shall be deemed to have commenced on January 1, 2008 at 12:01 A.M., and shall terminate December 31, 2012 at 11:59 P.M.; provided, that the payments by the city under paragraph 11 shall commence on March 1, 2008.

4.

**OBLIGATIONS OF COUNTY AND SHERIFF:** The County will accept into the Jail such Inmates as the City may request and shall give priority in the housing of Inmates over prisoners from other counties and municipalities. The Sheriff shall accept the Inmates into the Jail and provide for the secure custody, care and safekeeping of such Inmates in accordance with state and local laws, court orders, standards, policies and procedures applicable to the operation of the Jail.

In addition to the usual information obtained and records maintained with respect to inmates detained by Floyd County, the Sheriff shall keep a record of the Inmates committed to the Jail, which record shall contain:

- (a) the name of the person committed;
- (b) the person's age, sex and race;
- (c) the process under which the person was committed;
- (d) the date of commitment to the Jail
- (e) the date of discharge; and
- (f) under what order discharged.

The Sheriff shall keep this record book on file in his office.

5.

**OBLIGATIONS OF CITY:** The City agrees to transport the Inmates to the Jail and release them to the custody of the Jail Officer in charge. Transportation of Inmates to and from the Jail to Municipal court or to the City Police Department shall be performed by members of the Rome Police Department and the expense thereof shall be borne by the City. Removal and return of the same Inmate in a 24-hour period by the City shall not constitute a new admission. The City of Rome is committed to the principles of a detoxication program, and wants to continue the practice of sending its Inmates to a program. The transportation of Inmates to and

from the Jail to such program shall also be performed by members of the Rome Police Department and the expenses of same shall be borne by the City.

6.

**SUPERVISION BY SHERIFF:** All Inmates delivered to the Jail by the city shall be under the direct supervision and control of the sheriff. The City agrees that the Sheriff shall compute the maximum "good time allowance" for Inmates the same as for non-Superior Court sentenced inmates, and that conversion of the computation of the Inmates from earned time governed sentences to good-time governed sentences shall be made by the Sheriff according to Sate law, and the City agrees to be bound by such determination.

7.

**RELEASE OF INMATE:** The County agrees to release Inmates only to City Police Officers designated by the City Duty Officer. The City authorizes its Duty Officer to designate to the Sheriff an early release date for any Inmate, based upon the then prevailing conditions and circumstances. The Judge of the Municipal Court may terminate the sentence of any Inmate upon written order directed to the Sheriff, specifically including standing orders

8.

**SHERIFF'S RULES:** All rules and regulations legally and constitutionally adopted and promulgated by the Sheriff for the operation of the Jail shall be applicable to Inmates and the Sheriff is granted the authority to enforce same, including the right to work Inmates within the confines of the Jail and allow Inmates to serve as trustees.

9.

**COSTS ATTENDANT TO CUSTODY:** The Sheriff shall maintain physical custody of the Inmates and the County and the Sheriff shall furnish them food, clothing, on site emergency medical treatment, and standard medical supplies. To the extent that the sheriff would be required to provide, and/or the county would be required to pay for, special medical supplies, dental services, emergency medical, and extended medical for non-city inmates, the City shall pay for such services of the Inmates and shall provide transportation and security required for the Inmates. To the same extent, if there are costs for reasonable and necessary follow-up medical or hospital care rendered to the Inmates as a result of the initial emergency care and treatment, the City shall bear same.

10.

**TRANSITION FROM CITY INMATE STATUS:** It is understood and agreed that Inmates shall be chargeable to the City until released or booked on violation of State or Federal charges.

11.

**PAYMENTS BY CITY:** The amount paid by the City to the County in consideration for the housing of Inmates in accordance with this Agreement shall be the sum of:

- (a) A base payment determined by multiplying the base rate of \$10.00 per Inmate Day (the "Base Rate") by the total number of Inmate Days in the applicable month (the "Base Monthly Payment"); plus
- (b) All amounts collected by the City from its imposition of a then (10%) per cent penalty on all fines and forfeitures as defined and authorized by the "Jail Construction and Staffing Act" of 1989, as amended ("the ten (10%) per cent add-on penalty").

Upon submittal of the December payment, the total amount paid by the city for the entire year will be determined. The amount paid per Inmate Day for the year will be computed by dividing the total amount paid by the total Inmate Days charged for the year. The amount per Inmate Day for each year should equate to the following:

2008 - \$35.05/ inmate day  
2009 - \$36.10 /inmate day  
2010 - \$37.15/ inmate day  
2011 - \$38.20 /inmate day  
2012 - \$39.25/ inmate day

At the end of the year, if the amount per Inmate Day does not equal the amount established, the City shall make an additional payment to the County that will result in an amount per Inmate Day to equal the amount established. If the amount per Inmate Day exceeds the amount established, the City will receive a credit on the following year's calculations.

The County shall send a monthly bill to the City for the Base Monthly Payment. The bill shall list the name of each Inmate and the specific date(s) of each Inmate's confinement. The bill shall be submitted to the City, with a copy to the County finance Department, on or before the 10<sup>th</sup> day of each month, and payment shall be due and payable on or before the 20<sup>th</sup> day of each



month. All bills not paid by the 30<sup>th</sup> day of each month shall automatically bear a late charge in the amount of 1% per month for each delinquent month. All additional charges which the County is legally required to pay for Inmates, including, but not limited to Emergency Medical, dental, transportation and security, shall be billed to the City on or before the 10<sup>th</sup> of the month, and shall be due and payable on or before the 20<sup>th</sup> day of the month. All such bills not paid by the 30<sup>th</sup> day of the month 30<sup>th</sup> day of each month shall automatically bear a late charge in the amount of 1% per month for each delinquent month.

The City shall remit the proceeds from the 10% add-on penalty with its monthly payment of the County bill.

12.

**EXTENSION OF AGREEMENT:** The City may extend this Agreement for an additional period of five (5) years by giving written notice of such intention to the County at least six (6) months prior to the expiration of the original term. Said extension shall be on the same terms and conditions as set fourth in this original Agreement; provided, that subject to the limitations set fourth in Paragraph 11, the Base Rate may be increased or decreased during the extension period as agreed upon by the parties.

13.

**TERMINATION:** This Agreement maybe terminated by either party, with or without cause, at any time, upon twelve (12) months notice in writing delivered by certified mail to the respective Manager of the County or of the City.

14.

**NOTICES:** All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via certified mail, return receipt requested, addressed as follows:

As to the County: County Manager  
Floyd County, Georgia  
P.O. Box 946  
Rome, Georgia 30162-0946

As to the City: Rome City Manager  
Rome City Call  
P.O. Box 1433  
Rome, Georgia 30162-1433

15.

**AMENDMENT:** This Agreement cannot be amended, modified, changed, discharged, or terminated except by a writing signed by the parties under proper authority.

16.

**MUTUAL COOPERATION:** In the event of any claim or litigation against the parties, or either of them, or their respective employees and officials, arising out of the undertaking of this Agreement, the parties shall cooperate and mutually support each other in the vigorous defense of any such claim or action.

17.

**FULL FORCE AND EFFECT:** The parties, and the undersigned individual officers, shall cause to be done all things necessary to execute this contract and give it full force and effect.

18.

**INTERGOVERNMENTAL AGREEMENT:** This contract is intended to fulfill all requirements of the "inter-governmental contract after January 1, 1990" reference set forth in O.C.G.A. §15-21-92.

19.

**CAPTIONS:** The paragraph headings used in this Agreement are included solely for convenience and shall not effect, or be used in connection with the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties, have, by and through their duly authorized officers, hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

Joseph F. Smith  
Clerk, Rome City Commission  
2-18-2008

Kate  
Clerk, Board of Commissioners  
of Floyd County, Georgia 2-26-08

LeighAnn McShee  
WITNESS

THE CITY OF ROME, GEORGIA

BY: [Signature]  
Mayor

BY: [Signature]  
Chairman, Board of Commissioners  
of Floyd County, Georgia

BY: [Signature]  
Sheriff, Floyd County, Georgia



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Library**

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.):**Floyd County**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	Charges for Services / General Fund

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Rome Floyd HB489 Agreeemt.	City of Rome / Floyd County	09/24/1999

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

# HOUSE BILL 489 AGREEMENT

September 24, 1999

Floyd County and City of Rome  
Georgia

ANIMAL CONTROL – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002.

E-911/EMERGENCY MANAGEMENT – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002 or 50% of City/County contribution whichever is less.

LIBRARY – County to assume full financial responsibility in FY 2004. City to provide funding in FY 2000 – FY 2003 per existing agreement.

SOLID WASTE – For the unincorporated, County agrees to implement a pay-as-you-throw program by January, 2001 to remove all solid waste collection and disposal costs from General Fund expenditures.

PRISON – No duplication of service exist. If and when new prison is built, the City of Rome Sewer Department will get two 6 to 8-man crews to maintain sewer easements in the city and county. The county will continue to provide prison crews to city for the cost of the guard.

ROADS – The county will provide the labor and equipment only for City LARP paving and other related state-aid paving for up to 12 miles each year (4 miles in 2000, 8 miles in 2001, 12 miles in 2002). The City will be responsible for preparing the road for paving and striping and building shoulders after paving is complete.

POLICE – County will provide necessary policing for all Forum events for exterior security and traffic control. County police will include all public parks in their routine patrol in and out of town including Ridgeferry Park, Riverside Park, Summerville Park, Parks Hoke, Crane Street, North Rome, Division Street and Barron Stadium.

SPLOST – The County will continue to allow the City to include city-requested projects in future SPLOST packages.

Tax Collection – The City of Rome has agreed to contract with the County and Tax Commissioner for Ad Valorem Tax collection beginning in 2000. Draft agreements are being reviewed.

Community Development – The City of Rome and Floyd County have agreed in principle to combine Community Development and County Engineering with Rome/Floyd County Planning Commission, Building Inspection, Clean Community, Downtown Development Authority, Historic Preservation and River Development. The operation will be managed by the City similar to existing Building Inspection agreement.

## WATER AND SEWER

### STRUCTURE/SERVICE AREA

Sewer – Since the County does not provide sewer service and formalized an agreement with the City of Rome in 1988 for Rome to provide sewer to the unincorporated area, no conflict exists for the present or future service area for sewer. Cave Spring maintains a sewer system inside the city limits of Cave Spring.

Water – The City of Rome, Cave Spring and Floyd County will continue to maintain separate water systems for the service areas as shown on a map dated September 24, 1999.

Presently, no water service lines parallel each other for any of the Cave Spring, Rome or Floyd County systems. Several areas are contiguous to the City of Rome that are not served by the City or County water systems and a reasonable delineation of these areas for future service has been made. Two specific areas the City will serve with the City water system will be U.S. 411 East towards Bartow County and the Wilkerson Road – lower Mount Alto area.

In addition, the County will take 66 City water customers in the Wayside Road area and the City will take 124 County customers in the Mt. Alto area effective January 1, 2000.

The Rome/Cave Spring/Floyd County Water Commission will be formed to discuss and study issues related to water supply, water distribution, and sewer service for each city and the unincorporated area. The Commission will include two commissioners from each body. A comprehensive study of water supply will be initiated as soon as possible.

All water and sewer extensions will be done in compliance with the Comprehensive Plan.

### RATES

#### Sewer Rates

The 1999 study performed by Black and Veatch indicated that a sewer rate at two times the in-city rate was not arbitrary and actually showed a rate differential of 2.017 for the unincorporated area was justified. The rate differential of 2.00 will be left in place for sewer. The City of Rome would also point out that the franchise agreement between the City of Rome and Floyd County for sewer service in the unincorporated area specifically addressed allowing the City to increase sewer rates. These rates were to be increased and made consistent with the double rate structure in other parts of the county at the time the City purchased the Floyd County sewer system.

### Water Rates in Unincorporated Area

In the case of City water in the unincorporated area, the calculated rate differential was 1.148. For those areas in the unincorporated area on the city water system, the water rate will be adjusted to be the same as the county water system rate or 1.5 times the in-city rate, whichever is less. This new rate structure will be implemented on July 1, 2000. The rate for unincorporated area City water customers will reduce to 1.25 times the in-City rate or be the same as the County water system rate, whichever is less, on July 1, 2001. The ratio between the county water system rate and the city rate will be based on the monthly cost for a customer using 7,500 gallons per month.

In addition water rates in the areas of Horseleg Estates, Garden Lakes, Sherwood Forrest and Riverside (Celanese) as shown on map will be charged the same rate as city customers in the same geographic area after July 1, 2001. This price will not exceed 1.15 the normal city rate.

### Wholesale Rate To County System

Under the current agreement, which expires December 31, 1999, the City of Rome sells water to Floyd County for 35% less than the in-city rate, provided the County purchases a minimum of 750,000 gallons per day on a monthly average. The majority of the wholesale water is purchased at three locations – U.S. 27 North, Featherston Road and Highway 53. The County is connected and metered at seven other locations.

Tie Points between the City and County systems should be provided to give both the City and County systems access to all sources of water supply for emergency use countywide.

The City guarantees to provide water of sufficient quantity and quality to supply the County water system needs unless an emergency or an unforeseen event prevents such service. If an emergency or unforeseen event occurs, the City will treat the County connection the same as all other customers. At locations where the City purchases water from the County, the County agrees to charge the City the same rate as the City charges the County for finished water except for the meter at Stonebridge Drive on the Old Summerville Road where a 10% transport fee will be added. The County guarantees to purchase a minimum of 750,000 gpd unless an emergency or an unforeseen event occurs.



The wholesale rate structure is as follows:

Less than 1,000,000 gpd (monthly average)	in-city rate
Over 1,000,000 gpd but less than 1,500,000 gpd	25% discount from in-city rate
Over 1,500,000 gpd	30% discount from in-city rate

Once an agreement for H.B. 489 is reached, the City guarantees not to increase the base wholesale rate before January 1, 2002. The new discounts will take effect on January 1, 2000.

#### Rate Study

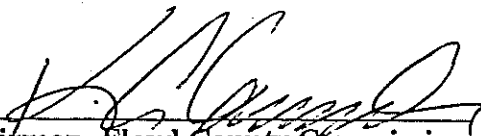
The City will have a rate study made by an outside consultant in 2003 to analyze water and sewer rates and the unincorporated rate differential.

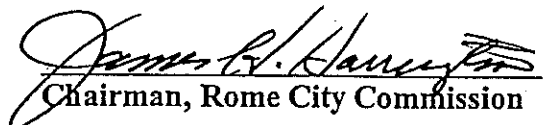
#### OTHER

The potential use of Special Purpose Local Option Sales Tax (SPLOST) for water and sewer projects is important for future upgrades and expansions of the water and sewer systems, especially from an economic development standpoint. The County agrees to include and support water and sewer projects in future referendums.

#### CONCLUSION

A joint City/County Commission will be established to oversee all joint operations and agreements. This joint commission should also explore other possibilities of joint efforts including consolidation of the governments. At least two Floyd County and two Rome City Commissioners should serve on the joint commission. The City and County Managers would be exofficio non-voting members of the committee and would instruct other staff to attend the meeting as needed.

  
Chairman, Floyd County Commission

  
Chairman, Rome City Commission

  
Clerk, Floyd County Commission

  
Clerk, Rome City Commission



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Parks and Recreation**

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.): **Floyd County provides capital funds for all parks in the unincorporated area, but pays all of the operating costs through the Rome-Floyd Parks and Recreation Authority (RFPRA) for all of the unincorporated area and the City of Rome. The City of Rome provides capital funds for parks within their incorporated area. The City of Cave Spring provides capital and operating funds for Rolater Park within their incorporated area, and the RFPRA provides the funds for Cave Spring Park (a County park) within Cave Spring's incorporated area.**

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	Charges for Services / General Fund
City of Rome	Capital Funds for City parks / General Fund

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Parks & Recreation Service	Floyd County, City of Rome, R-F Parks & Rec Authority	12/20/2007 - review annually
Parks & Recreation Blanket	Floyd County, City of Rome, R-F Parks & Rec Authority	04/21/1998 - 04/21/2013
Blanket Amendment #1	Floyd County, City of Rome	07/28/1998

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**AMENDMENT TO CITY AND COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY**

This agreement, made and entered into this 28th day of July, 1998, by the City of Rome, Georgia and Floyd County is for the sole purpose of amending the existing Rome-Floyd Parks and Recreation Authority contract approved by the City of Rome and Floyd County on April 21, 1998.

Both the city of Rome and Floyd County agree as follows:

Section VII, Paragraph 2 of the existing contract shall be amended to read

“In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the county shall be two (2) persons for four-year terms and four (4) persons for five (5) year terms. The initial appointees by post will serve as follows:

Post 1 and 2 (County) will serve a four-year term;

Post 3, 4, 5 (County) and 6 (County—Cave Spring) will serve a five-year term

Post 7 (City) will serve a four-year term

Post 8 and 9 (City) will serve a five-year term

Post 10 and 11 (City of Rome School Board and Floyd County School Board) will serve at the pleasure of their respective boards.”

The provisions of this agreement shall become effective immediately.

**FLOYD COUNTY, GEORGIA**

BY: Jeff H. B.

ATTEST: Sue Broome

**CITY OF ROME**

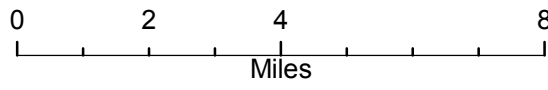
BY: George Pullin

ATTEST: Joseph F. Smith

# City of Rome, Cave Spring and Floyd County

## Service Delivery Strategy

### Parks and Recreation



- Floyd County Parks and Recreation
- City of Cave Spring and FC Parks and Recreation

OGA

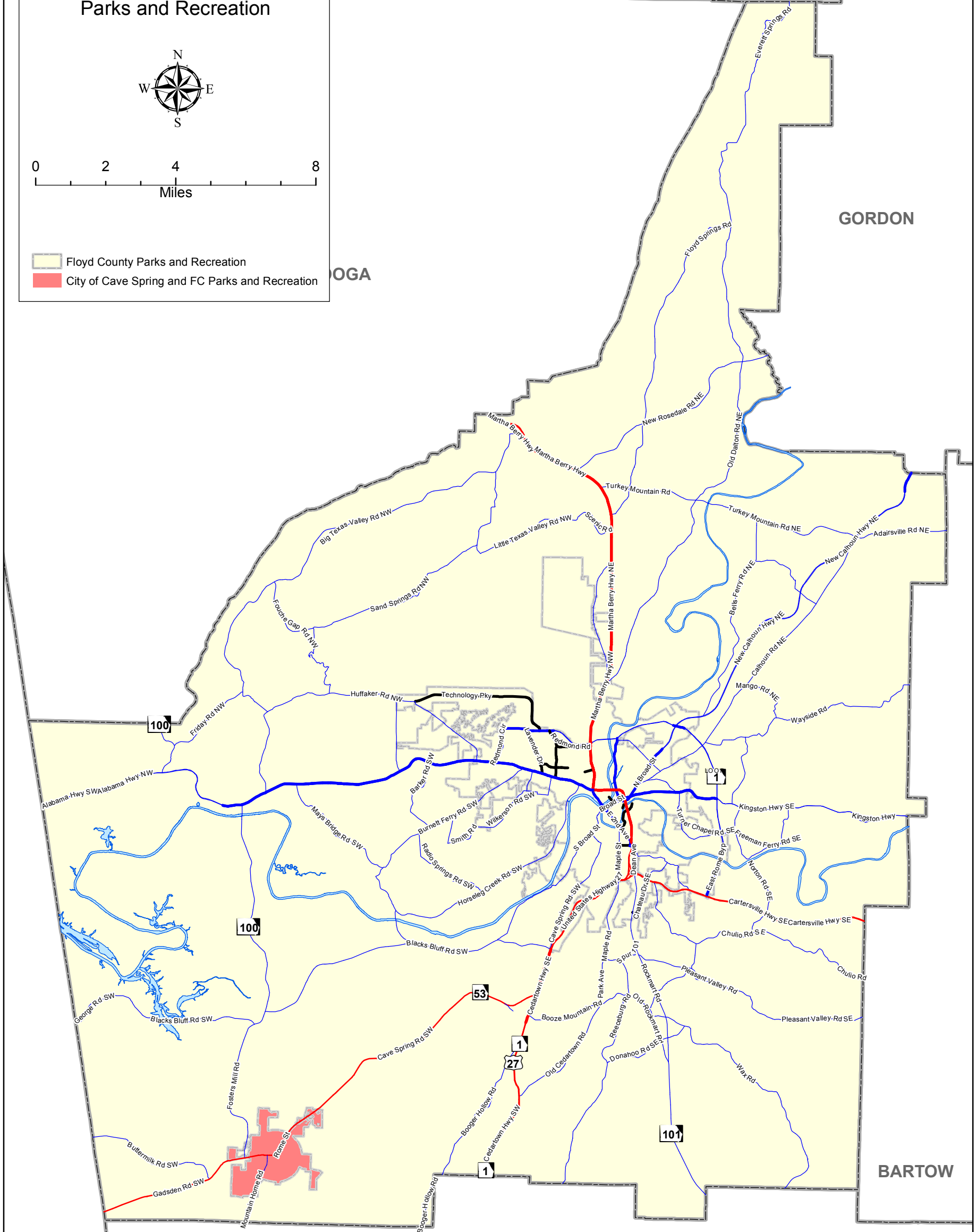
WHITFIELD

WALKER

GORDON

BARTOW

POLK



CITY & COUNTY CONTRACT

ROME-FLOYD PARKS AND RECREATION AUTHORITY

THIS AGREEMENT, made and entered into this 21st day of April, 1998, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City," and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County," and the ROME-FLOYD PARKS AND RECREATION AUTHORITY, a body created by the City and the County, hereinafter called "the Authority;"

WITNESSETH:

WHEREAS, the City and County presently recognize the Authority as the park and recreation service provider for all citizens, and have done so for the past twenty-five years; and

WHEREAS, it appears that the City and the County and all Floyd County citizens have benefited from a single comprehensive recreation and parks system under the direction of a single administrative unit; and

WHEREAS, the City and the County, wish to continue services of the established Authority under the applicable provisions of the Georgia Constitution and statutes; and

WHEREAS, both governing bodies, by appropriate ordinance and resolution, have created the Authority, and wish to authorize continuation of a formal contract between said bodies.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings hereinafter contained, the parties agree as follows:

I

The parties recognize and authorize the Authority as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system for Rome and Floyd County.

II

The City and County will amend their respective ordinance and resolution attached as Exhibit A and B of their present agreement.

III

The City shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "C" hereof, and the Authority shall put said properties to a use

consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### IV

The County shall, and does hereby, lease to the Authority the lands and capital improvements set out in Exhibit "D" hereof, and the Authority shall put said properties to a use consistent with the stated purposes and objectives of the parks and recreation service system and shall protect and maintain same.

#### V

The City and County shall retain title to their respective properties and all present and future capital improvements thereon. The Authority in their operation and the County in their funding will not arbitrarily or discriminately favor facilities in one jurisdiction over another. The operation and maintenance of all facilities will continue at a level equal to, or better than, in years prior to this contract.

#### VI

- (a) Capital improvements to the properties shall remain the responsibility of the respective governmental owners, both of which recognize that adequate annual capital budgets are important to assure a safe level of operation. The Authority shall administer capital projects by planning and managing to maximize capital dollars.
- (b) Certain projects such as CDBG projects may be procured and administrated by the City or the County, but will be done in consultation with the Authority.
- (c) The Authority will seek and administer grants and private assistance for capital projects.
- (d) The Authority will develop and maintain a prioritized five- (5) year improvement plan for capital projects and equipment needs.
- (e) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City reserves the right to add

facilities unilaterally if the City pays the entire operating and maintenance cost of the added facility.

- (f) The primary signage installed at any facility operated and maintained by the Authority shall include the wording "A Floyd County Funded Park". A uniform letter size, style and type of installation shall be approved by all parties prior to installation.

## VII

The Board of the Authority shall consist of nine voting members and two non-voting members whose terms shall begin July 1. The City of Rome shall appoint three (3) voting members; the Floyd County Board of Commissioners shall appoint six (6) voting members, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County; the Rome City School Board shall appoint one (1) non-voting member; the Floyd County School Board shall appoint one (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the County, as Board posts become available.

In order to establish staggered terms, the initial appointments shall be three (3) persons for a four-year term and six (6) persons for five-year terms. Thereafter, all terms will be for five (5) years.

Notwithstanding any other provisions hereof, those persons currently serving as City and County appointees, excluding City Commissioners, shall be allowed to finish their terms, and the above process shall be in effect as new appointments are made. All current appointees will be considered for reappointment when their term expires if otherwise qualified.

Members of the Board may serve a maximum of two (2) consecutive complete terms.

The County may appoint only one commissioner, whose term will be at the discretion of the appointing body. No county commissioner may serve as chairperson of the Authority Board.

Members of the Authority Board may be involuntarily removed by the appointing body only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the Authority Board.



## VIII

Purchasing - The Authority shall use the same purchasing procedures, as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. The Authority Board must approve sealed bids.

Auditing - The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with other Special Revenue Funds administered by the County.

Budgeting - Both the City and County will conduct with the Authority an annual meeting to review and plan for budget needs.

Revenue Generation -Recognizing that grants, private sector donations, fees and generated revenues are common practice in recreation and parks service delivery, the Authority is responsible for such revenue generation to assist operations and improvements. Citizen driven foundations and other authorized fund raising groups are permissible and encouraged by the County Commission; however, all such foundations and/or groups must be fully disclosed to and approved by the County before being formally established by the Authority Board. The foundations and/or fundraising groups shall be created and operated as required by State law. The Authority's Director is prohibited from serving as a member of any such citizen foundation or fundraising group, but may serve as staff support and administrative secretary to such group(s). The Authority will establish a revenue generation goal and annual objectives toward this important responsibility.

## IX

The Authority will be responsible for the following:

- (1) Conducting an annual meeting between the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback;
- (2) Conducting an orientation program for newly elected officials and Board members;
- (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records;
- (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and

(5) Recognizing that joint usage, planning, and improved communications are common goals, establishing an action plan to strengthen school-park relations.

#### X

Real Property - The recreation buildings and parklands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, and other personal property. Ownership would revert to the purchasing governmental body should this Agreement be terminated.

#### XI

The major responsibility for equipment and vehicles will be assumed by the countywide tax allocation. As new parks/facilities are added to the community, the owner/developer (City or County) will be responsible for additional equipment and/or vehicles adequate to sustain the start up operation. The City and County will assist by assigning used equipment to the Authority as reasonably possible.

#### XII

The term of this agreement shall be fifteen (15) years, with automatic renewal for fifteen (15) years upon agreement of the parties hereto.

#### XIII

In the event of dispute or disagreement between the City and the County as to the terms and conditions of this agreement, during the term thereof, said matter shall be submitted to non-binding arbitration, with the City and County each appointing an arbitrator, and the two appointees appointing a third arbitrator.

XIV

The provisions of this agreement shall become effective as of January 1, 1998.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hand and affixed their seals, the day and year first above written.

ATTEST:

Joseph F. Smith

ATTEST:

Gene Broome

CITY OF ROME, GEORGIA

BY: Napoleon Fielder

FLOYD COUNTY, GEORGIA

BY: Jeff H. B.

CITY OF ROME ORDINANCE

ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY AGREEMENT

EXHIBIT A

AN ORDINANCE TO AMEND THE PARKS, RECREATION AND CULTURAL AFFAIRS ORDINANCE OF THE CITY OF ROME, GEORGIA, AND PARTICULARLY PART III, CHAPTER 15, ARTICLE II, AND MORE PARTICULARLY SECTIONS 15-53(a), 15-53(b), 15-53(e), 15-54(a), 15-54(c), 15-55(a), 15-56(b), 15-56(f), 15-56(g), 15-56(h), 15-57(c), 15-58(a), 15-58(d), 15-58(e), 15-58(f), 15-58(g), 15-58(h); TO CHANGE THE NUMBER OF MEMBERS OF THE AUTHORITY APPOINTED BY THE CITY AND/OR COUNTY; TO PROVIDE TERM LIMITS FOR THE MEMBERS; TO CONTINUE THE OPERATION AND MAINTENANCE OF ALL FACILITIES AT A LEVEL EQUAL TO, OR BETTER THAN, IN YEARS PRIOR; TO REPEAL CONFLICTING PROVISIONS; AND FOR OTHER PURPOSES.

SECTION I:

BE IT ORDAINED BY THE ROME CITY COMMISSION, and it is ordained by authority of the same, that DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY, and more particularly Sections 15-51 through 15-59, inclusive, of the Code of the City of Rome, Georgia, be amended to read as follows:

DIVISION 2. ROME-FLOYD COUNTY PARKS AND RECREATION AUTHORITY

Sec. 15-51. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*The authority* means the Rome-Floyd County Parks and Recreation Authority.

Sec. 15-52. Creation.

The Rome-Floyd County Parks and Recreation Authority is hereby created and established by and between the city and the county, as authorized by O.C.G.A. § 36-64-1 et seq. The authority shall be organized and empowered as set out in this article.

**Sec. 15-53. Appointment of members; terms; vacancy; removal.**

(a) The authority shall consist of nine (9) appointed voting members and two appointed non-voting members whose terms shall begin July 1, 1998. Except for the initial appointees, all terms will be for five (5) years.

(b) The City shall appoint three (3) voting members and the County shall appoint six (6) voting members. One of the County's voting members shall be an individual nominated by the Cave Spring City Council and approved by the County. Additionally, the Rome City School Board shall appoint one (1) non-voting member and the Floyd County School Board shall appoint (1) non-voting member. The City may use its own selection and appointing methodology; the County may use its own selection and appointing methodology; the school boards may use their own respective methodologies. The Authority Board may submit recommendations to the City and the County as vacancies become available.

In order that the terms of the members shall be staggered, the initial appointment by the City shall be one (1) person for a four-year term and two (2) persons for five (5) year terms; the initial appointment by the County shall be two (2) persons for four-year terms and four (4) persons for five (5) year terms.

(c) The members shall serve until their successors are duly appointed and qualified.

(d) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(e) Members of the authority may be involuntarily removed by the appointing body which originally appointed such member only for failure to abide by meeting attendance requirements, malfeasance in office, indictment for a crime involving moral turpitude or unanimous recommendation of the other members of the authority.

(f) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

**Sec. 15-54. Purpose and responsibility.**

(a) The purpose of the authority is to develop, maintain, and operate a comprehensive parks and recreation service system for the City and the County without duplication of services and expense, and with fairness and equity to both political subdivisions. The authority shall provide for expansion of facilities open to all citizens of the city and of the county, but shall consistently operate and maintain all facilities, whether titled in the City or County, at a level equal to, or better than, in years prior to 1998.

(b) The authority shall formulate, implement, operate, administer and maintain such recreation program to the best interest of all county citizens, expending such sums as are appropriated for its purposes by the city and the county governing bodies.

(c) Additionally, the Authority shall be responsible for the following: (1) Conducting an annual joint meeting among the City Commission, County Commission, and Authority Board for services review, recommendations, and general feedback; (2) Conducting an orientation program for newly elected officials and Board members; (3) Providing City and County Managers with copies of Authority Board Meeting Minutes and other records; (4) Providing for the public and the governing bodies an Annual Report of progress, needs and concerns in parks and recreation facilities; and (5) Recognizing that joint usage, planning, and improved communications are common goals, establishing an action plan to strengthen school-park relations.

**Sec. 15-55. Organization; rules.**

(a) The authority shall elect its chairperson, and such officers as are necessary, from among its appointed members. The terms of the chairperson and such other officers shall be one year, or until their successors are duly elected and qualified. No city commissioner or county commissioner may serve as chairperson.

(b) The authority shall appoint a secretary who may be an officer or employee of the city, or of the county, or of the authority. The secretary shall keep minutes of the meetings and perform such other functions as may be required of him.

(c) The authority shall make its own rules of procedure, consistent with the law of the state and with the authority granted it by this article, the resolution of the county and the agreement between the city and the county referred to in this article.

**Sec. 15-56. Powers and duties; budget; fees.**

(a) The authority shall be vested, except as restricted in this article, with all powers and duties as granted under O.C.G.A. § 36-64-1 et seq.

(b) The authority shall, each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance and capital improvements of the recreation program and showing expected expenditures in each of the recreation areas. The City and County Commissions will conduct with the Authority an annual meeting to review and plan for budget needs.

(c) The authority is empowered to establish, revise and collect fees and rentals for the use of recreation areas and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(d) The authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(e) Nothing in this article shall prevent the authority from contracting with the city to perform work in the recreation areas, but performance by the city shall be the subject of separate charges and shall not be considered participation by the city.

(f) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services. All such foundations and/or other groups must be fully disclosed to and approved by the City and County before formally established by the Authority Board. The foundations and/or fund-raising groups shall be created and operated as required by Georgia law.

(g) The Authority shall use the same purchasing procedures as does Floyd County and will work with the City and County purchasing agents to insure procurement effectiveness. Cooperative purchasing with the City and County should be used whenever possible. Sealed bids must be approved by the Authority Board.

(h) The Authority will use an auditing firm selected by Floyd County. Audit procedures shall be in accordance with state law as it applies to counties. The Floyd County Comptroller shall have the same oversight responsibilities as with Special Revenue Funds administered by the County.

**Sec. 15-57. Parks and recreation director and other employees; duties.**

(a) The authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation program, but the salaries thereof shall be within and consistent with the budget established and approved.

(b) The duties of the director shall be to plan, organize, direct and control a county wide parks and recreation program, pursuant to the policy established by the authority and within the budget submitted to and approved by the governing bodies of the city and county. He shall prepare and present to the authority a suggested budget showing anticipated revenue and required expenditures.

(c) The Authority's director is prohibited from serving as a voting member of any citizen foundation or fund-raising group, but may serve as staff support and administrative secretary to such groups.

**Sec. 15-58. Financial participation, retention of title to land and capital improvements; diminishing yearly contribution by city.**

(a) The City and County shall, and do, respectively retain title to all their respective lands, and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. The recreation buildings and park lands will be owned by the City and County either independently or jointly. Further capital improvements on real property will remain the responsibility of the respective land

owner/owners.

(b) The financial participation of the city and county in the recreation program shall begin on the basis of 50 percent/50 percent for the year 1973, with the contribution by the city to reduce by five percent each year for a period of ten years.

(c) For the year 1983 and succeeding years, the county shall finance the entire budget, and the city shall not be required to contribute; provided that, in no event shall the rights of the city and its residents be abridged in any manner in the operation of the recreation program.

(d) Certain projects such as CDBG projects may be procured and administered by the City or the County, but will be done in consultation with the Authority.

(e) The Authority will seek and administer grants and private assistance for capital projects.

(f) Prior to the City's adding any new recreation facilities or parks which will be operated and maintained by the Authority, the City shall consult with the Authority and the County regarding the construction of such facility and concurrence must be granted by same in order for the project to be included in the Authority's capital improvement plan. The City may add facilities unilaterally so long as the City pays the entire operating and maintenance cost of the unilaterally added facility.

#### **Sec. 15-59. Contract.**

The chairman and secretary of the city commission are authorized to enter into and sign on behalf of the city a contract with the county to cooperate in the establishment of the authority and a county wide recreation program; to provide for the financial participation of the city in such program; to provide for a term; to provide for termination and arbitration; to provide for assurance that the integrity of the city recreation system shall be maintained; and to contain such other terms as may be necessary to carry out the intentions of the parties.

#### **SECTION II:**

BE IT FURTHER ORDAINED that all ordinances, or parts of ordinances, in conflict herewith be, and the same are, hereby repealed.



CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT B

GEORGIA, FLOYD COUNTY:

WHEREAS, under the provisions of Georgia Laws 1946, pp. 152, 156, and is mentioned by Georgia Laws 1964, pp. 319, 320, and Georgia Laws 1971, pp. 262, 263, and also, under the provisions of Section One, Article IX, of the Constitution of the State of Georgia, Section 3, thereof, by the creation of a Parks and Recreation Authority, with membership to be appointed as hereafter provided by the governing authorities of the City of Rome and Floyd County, and

NOW, BE IT RESOLVED, and it is hereby resolved by the authority of the same, that this Board pursuant to the laws set out above, and in agreement with the City of Rome, does hereby jointly and in concert with the same, authorize the continuation of the ROME-FLOYD PARKS AND RECREATION AUTHORITY, to be composed of Nine (9) voting members, and two (2) non-voting members said appointments to be made in the following manner:

(a) The Governing Authorities of the City of Rome and Floyd County shall appoint the Board of the Authority as follows:

(1) The County shall appoint six (6) voting members to the Authority Board, of which one (1) shall be nominated by the Cave Spring City Council and approved by the County. Only one County commissioner may be appointed to the Authority Board whose term will be at the discretion of the County.

(2) The City shall appoint three (3) voting members to the Authority Board. Only one City Commissioner may be appointed to the Authority Board whose term will be at the discretion of the City.

(3) The Rome City School Board and Floyd County School Board shall each appoint one (1) non-voting member

(4) The members of the Authority Board shall serve a maximum of two (2) consecutive five-year terms.

(5) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

(6) The County Commission shall have the authority to remove a County-appointed member for the following reasons: A) Failure to meet attendance requirements (members missing three consecutive meetings or four meetings in one year) are subject to being replaced); B) Malfeasance in office; C) Indictment for a crime involving moral turpitude, criminal activity or, D) A recommendation of the other members of the Authority Board.

(7) Any vacancy in membership shall be filled for the unexpired term by the governing body whose appointee vacates the position.

(8) The County will allow the Authority Board to submit a list of possible Board member candidates for consideration as Board posts become available (the candidates list is for recommendations purposes only and will be non-restrictive in nature).

(b) The Authority shall be vested with the responsibility and duty to plan, develop and maintain a parks and recreation service system for the City and the County without duplication of services and expense and with the fairness and equity to both political subdivisions.

(c) The Authority shall provide for expansion of facilities open to all citizens of the City and of the County.

(d) The Authority shall plan, formulate, implement, operate, administer and maintain said parks and recreation service to the best interest of all Floyd County citizens.

(e) The Authority shall elect its chairman, and such officers as are necessary, from among its appointed members. No City or County Commissioner may serve as Chairperson of the Authority Board. The terms of the chairman and such other officers shall be one year, or until their successors are duly elected and qualified.

(f) The Authority shall appoint a secretary who will keep minutes of the meetings and perform such other functions as may be required of him.

(g) The Authority shall make its own policies and procedures, consistent with the laws of Georgia and with the authority granted by the Agreement between the City and County hereinafter referred to.

(h) The Authority shall be vested, except as restricted herein, with all powers and duties as granted under Georgia Code Section 69-601 as it now exists, or as it may hereafter be amended.

(i) The Authority shall appoint a parks and recreation director and such other staff and employees as it may deem necessary to properly and adequately carry on the parks and recreation service system, but the salaries thereof shall be within and consistent with the budget established and approved. The duties of said director shall be to plan, organize, direct and control a county-wide parks and recreation system, pursuant to the policies established by the Authority and within the budget submitted to and approved by the governing bodies of the City and County. He shall prepare and present to the Authority Board a suggested budget showing anticipated revenue and required expenditures.

(j) The Authority shall each year, timely submit to the governing bodies of the City and County a budget for the administration, operation and maintenance, and capital improvements of the parks and recreation system.

(k) Operations and Maintenance shall be funded by the Floyd County tax base appropriation, and the City shall not be required to contribute, provided that, in no event, shall the rights of the City and its residents be abridged in any manner in the operation of the parks and recreation service system.

(l) The City and the County shall, and do respectively retain title to all their respective lands and capital improvements connected with, and used in and by, the parks and recreation system, and the Authority shall protect and maintain said properties. Further capital investment shall be made with respect to such property by the political subdivision having title thereto.

(m) The Authority shall periodically report to the governing bodies the condition of the respective lands and capital improvements thereof and shall immediately notify such bodies of any damage thereto or condition requiring repair and make recommendations concerning such condition and/or required repairs.

(n) Real Property - The recreation buildings and park lands will be owned by the City and County either independently or jointly. Capital improvements on real property will remain the responsibility of the respective owner/owners.

(o) Personal Property - The Authority will own and hold title to equipment, vehicles, furnishings, etc. Ownership would revert back to the purchasing

governmental body (most personal property items are purchased by the County Government) if an impasse in the Contract Agreement was to occur.

(p) The Authority is empowered to establish, revise and collect fees and rentals for the use of parks and recreation services and to impose conditions and set requirements governing such use. Accurate records of such fees shall be always maintained and open to inspection by the city and county governing bodies. Anticipated fees shall be accounted for in the annual budget.

(q) The Authority is empowered to solicit corporate financial assistance and create public foundations and friends groups to further develop parks and recreation services in accordance with the terms of the Recreation Contract.

(r) Nothing herein shall prevent the Authority from contracting with the County to perform work in the parks and recreation areas, but performance by the County shall be the subject of separate charge and shall not be considered participation by the County in accordance with the terms of the Recreation Contract.

The Chairman and Secretary of the Floyd County Commission are authorized to enter into and sign on behalf of Floyd County, a contract with the City of Rome, Georgia, to cooperate in the empowerment of said Authority and a county-wide parks and recreation service system, to provide for the financial participation of the County in said program, to provide for a term, to provide for termination and arbitration, to provide for assurance that the integrity of the present County parks and recreation system shall be maintained, and to contain such other terms as may be necessary to carry out the intentions of the parties.

BE IT FURTHER ORDAINED by the Floyd County Commission and it is ordained by authority of same, that all ordinances or parts of ordinances in conflict herewith be, and the same are hereby repealed.

Said contract shall further provide that in the event any conflict or disagreement, as to the terms and conditions of said contract shall arise, during the period of said contract, that the matter shall be settled by non-binding arbitration, with the City of Rome and the County of Floyd each appointing an Arbitrator, and the two appointees appointing a third Arbitrator.

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT C  
CITY OF ROME REAL PROPERTY

HAMLER CENTER	1.5 acres on West Third Street, consisting of present parks and recreation headquarters, maintenance center, recreation center and gymnasium.
RIVERVIEW PARK	33.7 acres located behind levee on Coosa River, consisting of Youth Sports Complex to include a 4-field Baseball Complex, 2 Field Football/Soccer Complex, playground and Legion Baseball Field.
WEST THIRD COMPLEX	Approximately 13 acres, consisting of memorial Gym, Barron Stadium, Fitness Center, John Maddox Track, Gymnastics Center, Activities Building, and 16-court Tennis Center.
PARKS HOKE PARK	6 acres at Hardy Street and Cherokee, consisting of outdoor basketball court, multi-purpose field, horseshoe pits, playground, softball/baseball field, and volleyball court.
TOLBERT PARK	11 acres at Charlton Road and Oakwood Road, consisting of outdoor basketball court, multi-purpose field, creek, picnic areas, playground, softball/baseball field, and 2 unlighted tennis courts.
RIDGEFERRY PARK	60 acres at Riverside Parkway, consisting of multi-purpose pavilion, fishing and river access, 3 picnic shelters, playground, 2 restroom facilities, natural and paved trails, 2 sand volleyball courts, wetlands demonstration area, and rowing storage facility.

CRANE STREET PARK	7 acres at Crane Street, consisting of outdoor basketball court, multi-purpose field, playground, softball/baseball field, and 1 unlighted tennis court.
DIVISION STREET PARK	7 acres at Division Street, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, softball/baseball field, 2 unlighted tennis courts and 1 volleyball court.
EAGLE PARK	5 acres at Callahan and O'Neil Street, consisting outdoor basketball courts, playground, softball/baseball field.
MAPLE STREET PARK	5 acres at Maple Street, consisting of Gymnasium, outdoor basketball courts, horseshoe pit, picnic areas, playground, and restrooms.
NORTHSIDE SWIM CENTER	4 acres at Kingston Road, consisting of outdoor aquatics center (pool and water slide), restrooms, concession stand and showers.
TRAILS/ THE RIVERWALK	All Riverwalk trails and downtown trail system.
EAST ROME RECREATION CENTER	Recreation Center located adjacent to Southeast Elementary School.

CITY & COUNTY CONTRACT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
EXHIBIT D  
FLOYD COUNTY REAL PROPERTY

ALTO PARK	68 acres, consisting of a 5 field lighted softball complex, and a 2 field lighted softball complex, 3 concession stands, 3 restroom facilities, 10 lighted tennis courts, 2 playgrounds, picnic shelter, natural trails, and volleyball court.
ARMUCHEE PARK	31 acres consisting of outdoor basketball courts, fishing, creek, picnic shelter, playground, restrooms, 3 softball/baseball fields, and 2 tennis courts.
CAVE SPRING PARK	10 acres, consisting of outdoor basketball courts, multi-purpose field, picnic shelter, playground, restrooms, 2 softball/baseball fields (1 lighted, 1 unlighted), and 2 lighted tennis courts.
COOSA PARK	11 acres, consisting of outdoor basketball courts, picnic shelter, playground, restrooms, softball/baseball fields, and 2 unlighted tennis courts.
ETOWAH PARK	100 acres, consisting of Senior Adult Recreation Center, Golf Practice Facility, 6 field youth baseball/softball/t-ball complex (4 lighted, 2 unlighted), 8 lighted tennis courts with central control building, outdoor in-line skate center, paved trails, 3 restroom facilities, 2 concession stands, 2 playgrounds, picnic shelter.
MIDWAY PARK	12 acres, consisting of outdoor basketball courts, picnic shelter, playground, 4 softball/baseball fields and batting cage.
GARDEN LAKES	38 acres, consisting of Recreation Center, Gymnasium, outdoor basketball courts, multi-purpose fields, picnic areas, accessible playground, restrooms, tennis court, paved trails, 1 volleyball court, nature trail. PROPOSED: soccer complex and swimming pool.

LOCK & DAM PARK	73 acres, consisting of campground (RV, group, and tent camping,) Trading Post exhibition center, fishing and boat ramp, horseshoe pits, river, picnic shelters, playground, restrooms, shower and laundry facility, natural trails, observation tower, volleyball court, fishing pier. PROPOSED: Major Lock Activation.
RIVERSIDE PARK	8 acres at Riverside Drive, consisting of softball/baseball field, concession stand, tennis court, volleyball court, and restroom.
SHANNON PARK	22 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, picnic areas, playground, restrooms, softball/baseball field, 4 lighted tennis courts, paved trails, and volleyball court.
WOLFE PARK	17 acres, consisting of Recreation Center, outdoor basketball courts, multi-purpose field, creek, picnic areas, playground, restrooms, softball/baseball field, paved trails, 2 tennis courts.
MONTGOMERY, LANDING	6 acres, consisting of fishing and boat ramp, lake picnic area. PROPOSED: future restroom.
OLD RIVER ROAD LANDING	2 acres, consisting of fishing and boat ramp on river.
SIMMS MTN. TRAIL	24 acres, consisting of natural trails, parking areas and signage.
SOUTH FLOYD PARK	30 acres, PROPOSED FUTURE DEVELOPMENT: sports fields, trails, outdoor courts.



**SERVICE AGREEMENT  
ROME-FLOYD PARKS AND RECREATION AUTHORITY  
FLOYD COUNTY AND CITY OF ROME**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of December, 2007, by the Rome-Floyd Parks and Recreation Authority, herein after called the "Authority," the City of Rome, hereafter called the "City," and Floyd County, hereinafter called the "County," all of the foregoing being referred to as "the parties."

WITNESSETH:

WHEREAS, the Authority is duly recognized by Rome and Floyd County as the agency responsible for developing, maintaining, and operating a comprehensive parks and recreation service system; and

WHEREAS, the Authority is seeking to maximize its' resources by contracting out various appropriate financial and human service responsibilities;

WHEREAS, the City and County entered a Contract, dated April 21, 1998, regarding the Authority and its operation; and

WHEREAS, the County has expressed interest in assisting with Authority service desires.

NOW THEREFORE, the Authority, the City and the County agree as follows:

- I. The parties recognize and accept the service procedures as outlined in Exhibit "A", SERVICE AGREEMENT PROCEDURES, affecting finance, personnel, purchasing and budget management functions.
- II. The provisions of this Agreement shall be subject to annual review, and the Agreement may be terminated upon approval by two (2) of the three (3) parties involved in this Agreement at the end of any service year (December 31) with a minimum of one hundred twenty (120) days notice. Termination of this Agreement does not affect the responsibility of any party under the April 21, 1998 Contract.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereto set their hands and affixed their seals, the day and year first above written.

**SIGNATURES COMMENCE ON FOLLOWING PAGE**

ATTEST:

  
\_\_\_\_\_

**ROME-FLOYD PARKS AND RECREATION AUTHORITY:**

BY:   
\_\_\_\_\_


ATTEST:

  
\_\_\_\_\_

**CITY OF ROME:**

  
BY: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

**FLOYD COUNTY:**

BY:   
\_\_\_\_\_

## EXHIBIT "A"

### RFPPRA and FLOYD COUNTY SERVICE AGREEMENT PROCEDURES

#### FINANCIAL PROCEDURES

1. Accounts Payable:
  - a. Authority will issue P.O.'s and handle computer entry.
  - b. Authority will match invoices with P.O.'s and receiving tickets and submit to Floyd County Finance for payment.
  - c. Floyd County will handle computer entry for invoices as they are received.
  - d. Floyd County will process all payables, general O&M and Capital accounts except for city SPLOST projects, on a timely basis, to take advantage of discounts. Authority name will not appear on checks made to vendors.
  
2. Accounts Receivable:
  - a. Authority will process cash receipts from fees, rentals, admissions, sponsorships, retail sales, memberships, concessions, grants, donations, etc.
  - b. Authority will make daily deposits into a Floyd County-RFPRA account with Floyd County receiving deposit slips for verification.
  - c. Floyd County will handle daily computer entry of cash receipts into designated accounts.
  
3. Payroll:
  - a. Floyd County will process all payroll checks for Authority on a biweekly basis.
  - b. Authority will prepare and submit payroll requests per Floyd County's established deadline.
  
4. Finance Procedure
  - a. RFPRA accounting function will be administered under the direction of the County Comptroller/Finance Director.

#### PERSONNEL PROCEDURES

1. Insurance:
  - a. Authority employees will be covered by the county insurance plan.
  
2. Retirement:
  - a. Retirement decisions remain with the Authority Board.
  
3. Classification and Pay Plan:
  - a. Authority employees will be classified in accordance to Floyd County pay and classification plan.
  - b. Authority employees will be granted the same pay privileges and benefits as Floyd County employees.
  - c. Authority employees will be "at-will" employees.

4. Personnel Policies:
  - a. Any changes to existing personnel policies must be reviewed by County Attorney.

#### PURCHASING PROCEDURES

1. Authority will adhere to Floyd County Purchasing Policies.
2. The Authority will issue P.O.'s.
3. Blanket P.O.'s can be issued to cover weekend and evening purchases (outside regular office hours.)
4. Exclusive purchasing agreements with vendors will be honored, i.e. Coca-Cola Company.
5. Customary purchases necessary to operate events, festivals, programs, etc. will be permitted.

#### BUDGET MANAGEMENT PROCEDURES.

1. General O&M Budget:
  - a. Authority Board will develop and submit an annual Operations and Capital Budget to Floyd County and a Capital Budget to the City of Rome by October 1 of each year.
  - b. Floyd County will approve annual funding for Operations and Capital Improvements for the Authority.
  - c. Floyd County's budget system is line item. Authority's budget is an enterprise system.
  - d. Authority Board will manage its O&M and Capital budgets, making adjustments as appropriate. Account line changes will be in accordance with the County Finance Department's guidelines/procedures.
2. Special Carryover Accounts:
  - a. Separate accounts and fund balances will be maintained on designated carryover accounts, i.e. Hall of Fame, Rome Relays, etc., keeping them as sub-departments of the Authority.
3. Grants Administration
  - a. Authority will handle grants administration, as in the past.
  - b. Floyd County will front expense allocations required to attract matching grant funds (this includes City projects as well as County projects.)
4. Other:
  - a. Funds in the Floyd County-RFPRA account will earn interest income.
  - b. A petty cash amount can be maintained at the Authority office. The Authority and Floyd County Finance Department will make monthly reconciliation's and journal entries.
  - c. Authority will continue management of an annual fund balance and is encouraged to maintain a fund balance for emergency and contingency purposes.
  - d. City and County capital funds will be transferred to a Rome-Floyd Parks and Recreation Authority fund on a quarterly basis beginning in January of each year.

At least twenty-five percent (25%) of the City's and County's budget for capital will be paid at the beginning of each quarter for the first three (3) quarters of the Authority's fiscal year, and full funding will be provided for any project completed during the prior quarter. Appropriate expenditure records/documentation will be provided to the City and County finance departments for each project on a timely basis. The fourth quarter payment will be evaluated and adjusted, and fourth quarter payments will be based upon actual expenditures incurred.



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Police**

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.): **The cities of Rome and Cave Spring will provide police services in their respective incorporated areas; Floyd County will provide police services in the unincorporated area, but also patrol public parks in both cities as part of their routine patrol. The County will also provide exterior security and traffic control for the Forum, and will further assist Cave Spring on special events and projects including investigative work when required. Rome and Floyd County also share the Joint Law Enforcement Center Building.**

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>
Floyd County	General Fund
City of Rome	General Fund
City of Cave Spring	General Fund

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

None provided.

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>
House Bill 489 Agreement	Floyd County and the City of Rome	09/24/1999 -
House Bill 489 Agreement	Floyd County and the City of Cave Spring	10/08/1999 -
Joint Center Agreement	Floyd County and the City of Rome	10/05/1995 -

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

None

7. Person completing form: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**HOUSE BILL 489 AGREEMENT**  
**Floyd County and City of Cave Spring, Georgia**  
October 8, 1999

**ROADS** - The County will continue to provide labor and equipment for City LARP paving and will agree to provide labor and equipment to pave up to a total of 1 mile of city streets (including LARP mileage) on an annual basis. Additionally, the County will agree to provide roadway surface maintenance (ie. pothole patching and utility cut repairs) along with shoulder maintenance (ie. grass cutting and filling in ruts along edge of pavement) on the following city streets: Cemetary Road, Old Highway 100, Padlock Mountain Road and Mill Street.

**Police** - The County will agree to include routine patrol of all City owned parks as they travel through Cave Spring. The County will continue to assist the Cave Spring Police Department on special events and projects including investigative work when requested.

**Fire Service** - The County will agree to continue funding the Cave Spring Fire Department for the next five years in the amount of \$67,500 or 55% of the total operating expenses (as audited annually), whichever is more.. Additionally, the County will agree to pay 75% of the actual cost, not to exceed \$26,250, to purchase a new Rescue Truck for the Cave Spring Fire Department.

**Water Service Area** - The water service areas to be served by Cave Spring and Floyd County have been agreed to and will be highlighted on a map to be made part of the official HB489 agreement. Basically, the City of Cave Spring will service all areas of the County inside a boundary line formed by Big Cedar Creek.

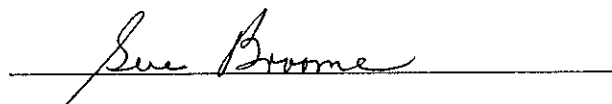
**Water Rates** - The City of Cave Spring has completed a water rate study by a professional engineer showing the rate differential of two(2) times the in-city rate being justified for city customers in the unincorporated area of the County. As part of this agreement, the City will agree to have another rate study made by an outside consultant in 2002 to analyze water rates and the unincorporated rate differential.



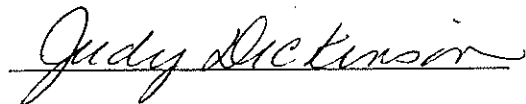
Chairman, Floyd County Board of Commissioners



Mayor, City of Cave Spring



Clerk, Floyd County Board of Commissioners



Clerk, City of Cave Spring



# HOUSE BILL 489 AGREEMENT

September 24, 1999

Floyd County and City of Rome  
Georgia

ANIMAL CONTROL – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002.

E-911/EMERGENCY MANAGEMENT – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002 or 50% of City/County contribution whichever is less.

LIBRARY – County to assume full financial responsibility in FY 2004. City to provide funding in FY 2000 – FY 2003 per existing agreement.

SOLID WASTE – For the unincorporated, County agrees to implement a pay-as-you-throw program by January, 2001 to remove all solid waste collection and disposal costs from General Fund expenditures.

PRISION – No duplication of service exist. If and when new prison is built, the City of Rome Sewer Department will get two 6 to 8-man crews to maintain sewer easements in the city and county. The county will continue to provide prison crews to city for the cost of the guard.

ROADS – The county will provide the labor and equipment only for City LARP paving and other related state-aid paving for up to 12 miles each year (4 miles in 2000, 8 miles in 2001, 12 miles in 2002). The City will be responsible for preparing the road for paving and striping and building shoulders after paving is complete.

POLICE – County will provide necessary policing for all Forum events for exterior security and traffic control. County police will include all public parks in their routine patrol in and out of town including Ridgeferry Park, Riverside Park, Summerville Park, Parks Hoke, Crane Street, North Rome, Division Street and Barron Stadium.

SPLOST – The County will continue to allow the City to include city-requested projects in future SPLOST packages.

Tax Collection – The City of Rome has agreed to contract with the County and Tax Commissioner for Ad Valorem Tax collection beginning in 2000. Draft agreements are being reviewed.

Community Development – The City of Rome and Floyd County have agreed in principle to combine Community Development and County Engineering with Rome/Floyd County Planning Commission, Building Inspection, Clean Community, Downtown Development Authority, Historic Preservation and River Development. The operation will be managed by the City similar to existing Building Inspection agreement.

## WATER AND SEWER

### STRUCTURE/SERVICE AREA

Sewer – Since the County does not provide sewer service and formalized an agreement with the City of Rome in 1988 for Rome to provide sewer to the unincorporated area, no conflict exists for the present or future service area for sewer. Cave Spring maintains a sewer system inside the city limits of Cave Spring.

Water – The City of Rome, Cave Spring and Floyd County will continue to maintain separate water systems for the service areas as shown on a map dated September 24, 1999.

Presently, no water service lines parallel each other for any of the Cave Spring, Rome or Floyd County systems. Several areas are contiguous to the City of Rome that are not served by the City or County water systems and a reasonable delineation of these areas for future service has been made. Two specific areas the City will serve with the City water system will be U.S. 411 East towards Bartow County and the Wilkerson Road – lower Mount Alto area.

In addition, the County will take 66 City water customers in the Wayside Road area and the City will take 124 County customers in the Mt. Alto area effective January 1, 2000.

The Rome/Cave Spring/Floyd County Water Commission will be formed to discuss and study issues related to water supply, water distribution, and sewer service for each city and the unincorporated area. The Commission will include two commissioners from each body. A comprehensive study of water supply will be initiated as soon as possible.

All water and sewer extensions will be done in compliance with the Comprehensive Plan.

### RATES

#### Sewer Rates

The 1999 study performed by Black and Veatch indicated that a sewer rate at two times the in-city rate was not arbitrary and actually showed a rate differential of 2.017 for the unincorporated area was justified. The rate differential of 2.00 will be left in place for sewer. The City of Rome would also point out that the franchise agreement between the City of Rome and Floyd County for sewer service in the unincorporated area specifically addressed allowing the City to increase sewer rates. These rates were to be increased and made consistent with the double rate structure in other parts of the county at the time the City purchased the Floyd County sewer system.

### Water Rates in Unincorporated Area

In the case of City water in the unincorporated area, the calculated rate differential was 1.148. For those areas in the unincorporated area on the city water system, the water rate will be adjusted to be the same as the county water system rate or 1.5 times the in-city rate, whichever is less. This new rate structure will be implemented on July 1, 2000. The rate for unincorporated area City water customers will reduce to 1.25 times the in-City rate or be the same as the County water system rate, whichever is less, on July 1, 2001. The ratio between the county water system rate and the city rate will be based on the monthly cost for a customer using 7,500 gallons per month.

In addition water rates in the areas of Horseleg Estates, Garden Lakes, Sherwood Forrest and Riverside (Celanese) as shown on map will be charged the same rate as city customers in the same geographic area after July 1, 2001. This price will not exceed 1.15 the normal city rate.

### Wholesale Rate To County System

Under the current agreement, which expires December 31, 1999, the City of Rome sells water to Floyd County for 35% less than the in-city rate, provided the County purchases a minimum of 750,000 gallons per day on a monthly average. The majority of the wholesale water is purchased at three locations – U.S. 27 North, Featherston Road and Highway 53. The County is connected and metered at seven other locations.

Tie Points between the City and County systems should be provided to give both the City and County systems access to all sources of water supply for emergency use countywide.

The City guarantees to provide water of sufficient quantity and quality to supply the County water system needs unless an emergency or an unforeseen event prevents such service. If an emergency or unforeseen event occurs, the City will treat the County connection the same as all other customers. At locations where the City purchases water from the County, the County agrees to charge the City the same rate as the City charges the County for finished water except for the meter at Stonebridge Drive on the Old Summerville Road where a 10% transport fee will be added. The County guarantees to purchase a minimum of 750,000 gpd unless an emergency or an unforeseen event occurs.

The wholesale rate structure is as follows:

Less than 1,000,000 gpd (monthly average)	in-city rate
Over 1,000,000 gpd but less than 1,500,000 gpd	25% discount from in-city rate
Over 1,500,000 gpd	30% discount from in-city rate

Once an agreement for H.B. 489 is reached, the City guarantees not to increase the base wholesale rate before January 1, 2002. The new discounts will take effect on January 1, 2000.

Rate Study

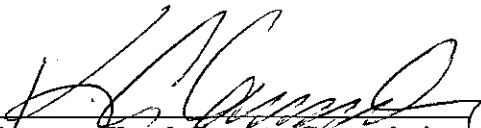
The City will have a rate study made by an outside consultant in 2003 to analyze water and sewer rates and the unincorporated rate differential.

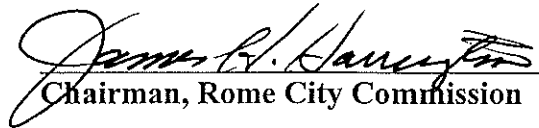
OTHER

The potential use of Special Purpose Local Option Sales Tax (SPLOST) for water and sewer projects is important for future upgrades and expansions of the water and sewer systems, especially from an economic development standpoint. The County agrees to include and support water and sewer projects in future referendums.

CONCLUSION

A joint City/County Commission will be established to oversee all joint operations and agreements. This joint commission should also explore other possibilities of joint efforts including consolidation of the governments. At least two Floyd County and two Rome City Commissioners should serve on the joint commission. The City and County Managers would be exofficio non-voting members of the committee and would instruct other staff to attend the meeting as needed.

  
Chairman, Floyd County Commission

  
Chairman, Rome City Commission

  
Clerk, Floyd County Commission

  
Clerk, Rome City Commission

**AGREEMENT**

**STATE OF GEORGIA,**

**COUNTY OF FLOYD:**

This Agreement, made this 5<sup>th</sup> day of October, 1995, by and between the parties, **FLOYD COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter called "the County," and the **CITY OF ROME, GEORGIA**, a municipal corporation of the State of Georgia, hereinafter referred to as "the City."

**WITNESSETH:**

WHEREAS, both the County and the City have an urgent need for a police/emergency management facility to serve the needs of the County and the City in assuring the health, safety and welfare of their citizens; and

WHEREAS, the development of a joint facility for such services will benefit the citizens of the County and the City through the wise stewardship of resources and effective and efficient public safety practices; and

WHEREAS, Georgia law contemplates and permits such joint facilities as appropriate capital outlay projects and provides for the financing thereof through the Special Purpose Local Option Sales Tax law (O.C.G.A. § 48-8-111); and

WHEREAS, the County intends to call a Special Purpose Local Option Sales Tax referendum, the projects of which will include such a joint facility; and

WHEREAS, this Agreement is authorized under the constitution and laws of the State of Georgia, particularly Article 9, Section 3, paragraph 2.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants hereinafter set forth, the County and the City agree as follows:

1.

The County shall cause to be built that certain joint police facility contemplated, estimated and generally described in that letter from James W. Buckley & Associates, Inc. to Kevin Poe dated August 29, 1995, with attachments ("Joint Facility"), all of which is attached hereto as Exhibit A.

2.

In the event the cost of the Joint Facility exceeds the estimated \$10,760,000, the parties shall divide the excess cost equally.

In the event the cost of the Joint Facility is less than the estimated \$10,760,000, the excess funds, and interest earned thereon, shall be used as the law allows.

3.

(a) The parties shall execute such instruments as are necessary to effectuate the general obligation debt issued in conjunction with the tax hereinbefore referred to and to establish the parties' respective proprietary interests in the Joint Facility.

(b) All capital costs, in the future and after completion of the initial building project, shall be divided equally.

4.

The site plan for said Joint Facility must be approved by both the County and the City; floor plans for the County portion of the facility shall be approved by the County; floor plans for the City portion of the facility shall be approved by the City. Floor space shall be allocated to the County and the City substantially as provided in Exhibit A.

5.

The operating costs of any common space occupied and/or used by both parties shall be divided equally.

6.

Operating costs, including utilities, of each party's exclusive space in the facility shall be borne by that party respectively.

7.

Operating costs of the Rome-Floyd County Emergency Management Agency and the E-911 Center shall be divided as outlined in presently existing agreements between the County and the City.

8.

The garage and parking portion of the facility shall be adequate for all City and County police employees and Emergency Management Agency and E-911 Facility employees, courthouse employees and for a reasonable number of visitors. Spaces for such employees shall be assigned.

9.

Whenever possible, records of police information, plans and activities shall be shared

among the parties.

10.

If the referendum hereinbefore referred to is not approved, then this agreement shall be null and void and of no force and effect.

IN WITNESS WHEREOF, the parties hereto, upon proper authorization, have executed this agreement the day and year first above written.

FLOYD COUNTY, GEORGIA

BY: Jeff H. B.  
Chairman, Floyd County Commission

ATTEST:

Gene Brone (SEAL)

CITY OF ROME, GEORGIA

BY: George Pullen  
<sup>9/8</sup> Chairman, Rome City Commission

ATTEST:

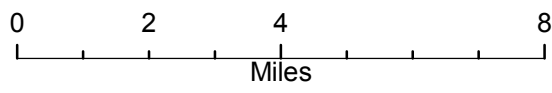
Joseph F. Smith (SEAL)



# City of Rome, Cave Spring and Floyd County

## Service Delivery Strategy

### Police Services



#### Jurisdictions

- City of Rome and Floyd County
- City of Cave Spring and Floyd County
- Floyd County

OGA

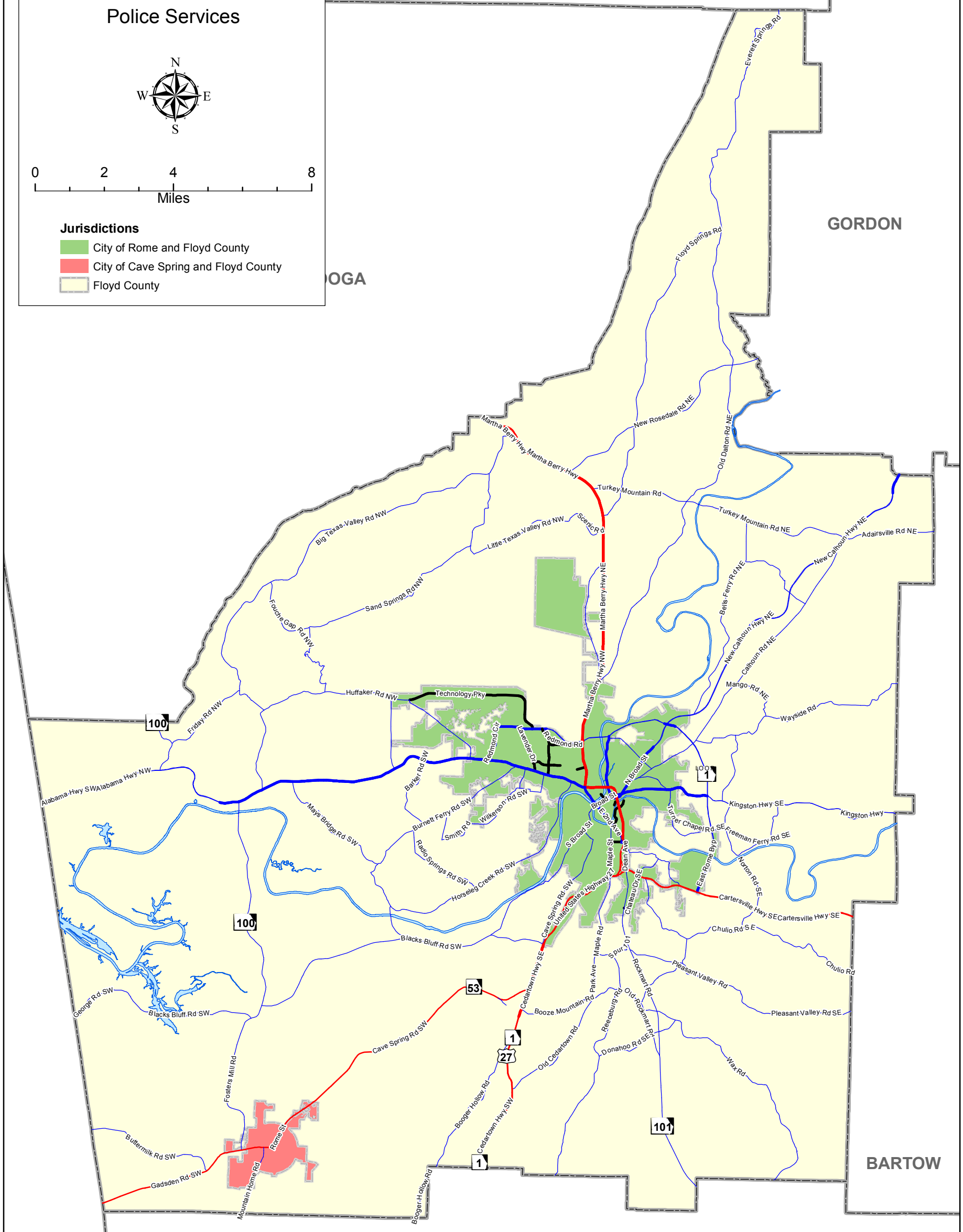
WHITFIELD

WALKER

GORDON

BARTOW

POLK





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Prison**

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.):**Floyd County**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	Charges for Services / General Fund

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Rome Floyd HB489 Agreeemt.	City of Rome / Floyd County	09/24/1999

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

# HOUSE BILL 489 AGREEMENT

September 24, 1999

Floyd County and City of Rome  
Georgia

ANIMAL CONTROL – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002.

E-911/EMERGENCY MANAGEMENT – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002 or 50% of City/County contribution whichever is less.

LIBRARY – County to assume full financial responsibility in FY 2004. City to provide funding in FY 2000 – FY 2003 per existing agreement.

SOLID WASTE – For the unincorporated, County agrees to implement a pay-as-you-throw program by January, 2001 to remove all solid waste collection and disposal costs from General Fund expenditures.

PRISON – No duplication of service exist. If and when new prison is built, the City of Rome Sewer Department will get two 6 to 8-man crews to maintain sewer easements in the city and county. The county will continue to provide prison crews to city for the cost of the guard.

ROADS – The county will provide the labor and equipment only for City LARP paving and other related state-aid paving for up to 12 miles each year (4 miles in 2000, 8 miles in 2001, 12 miles in 2002). The City will be responsible for preparing the road for paving and striping and building shoulders after paving is complete.

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SPLOST – The County will continue to allow the City to include city-requested projects in future SPLOST packages.

Tax Collection – The City of Rome has agreed to contract with the County and Tax Commissioner for Ad Valorem Tax collection beginning in 2000. Draft agreements are being reviewed.

Community Development – The City of Rome and Floyd County have agreed in principle to combine Community Development and County Engineering with Rome/Floyd County Planning Commission, Building Inspection, Clean Community, Downtown Development Authority, Historic Preservation and River Development. The operation will be managed by the City similar to existing Building Inspection agreement.

## WATER AND SEWER

### STRUCTURE/SERVICE AREA

Sewer – Since the County does not provide sewer service and formalized an agreement with the City of Rome in 1988 for Rome to provide sewer to the unincorporated area, no conflict exists for the present or future service area for sewer. Cave Spring maintains a sewer system inside the city limits of Cave Spring.

Water – The City of Rome, Cave Spring and Floyd County will continue to maintain separate water systems for the service areas as shown on a map dated September 24, 1999.

Presently, no water service lines parallel each other for any of the Cave Spring, Rome or Floyd County systems. Several areas are contiguous to the City of Rome that are not served by the City or County water systems and a reasonable delineation of these areas for future service has been made. Two specific areas the City will serve with the City water system will be U.S. 411 East towards Bartow County and the Wilkerson Road – lower Mount Alto area.

In addition, the County will take 66 City water customers in the Wayside Road area and the City will take 124 County customers in the Mt. Alto area effective January 1, 2000.

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All water and sewer extensions will be done in compliance with the Comprehensive Plan.

### RATES

#### Sewer Rates

The 1999 study performed by Black and Veatch indicated that a sewer rate at two times the in-city rate was not arbitrary and actually showed a rate differential of 2.017 for the unincorporated area was justified. The rate differential of 2.00 will be left in place for sewer. The City of Rome would also point out that the franchise agreement between the City of Rome and Floyd County for sewer service in the unincorporated area specifically addressed allowing the City to increase sewer rates. These rates were to be increased and made consistent with the double rate structure in other parts of the county at the time the City purchased the Floyd County sewer system.

### Water Rates in Unincorporated Area

In the case of City water in the unincorporated area, the calculated rate differential was 1.148. For those areas in the unincorporated area on the city water system, the water rate will be adjusted to be the same as the county water system rate or 1.5 times the in-city rate, whichever is less. This new rate structure will be implemented on July 1, 2000. The rate for unincorporated area City water customers will reduce to 1.25 times the in-City rate or be the same as the County water system rate, whichever is less, on July 1, 2001. The ratio between the county water system rate and the city rate will be based on the monthly cost for a customer using 7,500 gallons per month.

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The wholesale rate structure is as follows:

Less than 1,000,000 gpd (monthly average)	in-city rate
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Once an agreement for H.B. 489 is reached, the City guarantees not to increase the base wholesale rate before January 1, 2002. The new discounts will take effect on January 1, 2000.

Rate Study

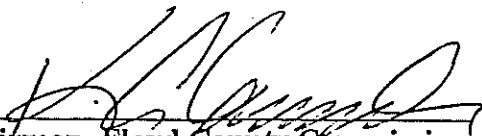
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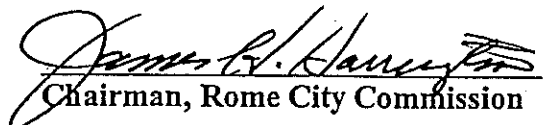
OTHER

The potential use of Special Purpose Local Option Sales Tax (SPLOST) for water and sewer projects is important for future upgrades and expansions of the water and sewer systems, especially from an economic development standpoint. The County agrees to include and support water and sewer projects in future referendums.

CONCLUSION

A joint City/County Commission will be established to oversee all joint operations and agreements. This joint commission should also explore other possibilities of joint efforts including consolidation of the governments. At least two Floyd County and two Rome City Commissioners should serve on the joint commission. The City and County Managers would be exofficio non-voting members of the committee and would instruct other staff to attend the meeting as needed.

  
Chairman, Floyd County Commission

  
Chairman, Rome City Commission

  
Clerk, Floyd County Commission

  
Clerk, Rome City Commission



**SERVICE DELIVERY STRATEGY**

# FORM 2: Summary of Service Delivery Arrangements

**Instructions:**

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**COUNTY:FLOYD COUNTY**

**Service:Purchasing**

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.): **City of Rome, City of Cave Spring, Floyd County**

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

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

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

**No**

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

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



## SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	General Fund
City of Rome	General Fund
City of Cave Spring	General Fund

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

None provided.

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>

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Records Retention**

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.):**Floyd County, City of Rome, Rome Board of Education, and Floyd County Board of Education jointly agreed to fund the maintenance and operation of a Joint Records Retention Center.**

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

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

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

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	General Fund
City of Rome	General Fund
Rome Board of Education	Operating
Floyd Board of Education	Operating

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Joint Records Agreement	City of Rome / Floyd County / Rome BOE / Floyd BOE	06/30/1989 -
Lease Contract	City of Rome / Floyd County / Rome BOE / Floyd BOE	06/30/1989 -

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?

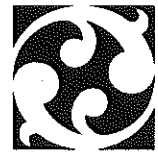
None

7. Person completing form: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:

# Records Retention Services



1. Services	A four-party agreement to provide records retention and retrieval services
2. Parties	City of Rome, Floyd County Government, Rome City Board of Education, Floyd County Board of Education
3. Date	June 30, 1989
4. Duration	Two years with renewal
5. Expiration	
6. Primary provider	Floyd County Board of Education
7. Funding source	General Fund from both Rome and Floyd County
8. Funding allocation	Operation: 35% Floyd County 30% City of Rome 20% Floyd County Board of Education 15% Rome City Board of Education Lease of space: 44% Floyd County 37% City of Rome 19% Rome Board of Education
9. Special conditions	Oversight provided by five-member Records Center Board made up of the four parties and a majority elected fifth member
10. Service area	Records Center Board determines level of service

## **Rome - Floyd County Intergovernmental Agreement for:**

# **Records Retention Services**

### **Summary of Provisions**

The city of Rome and Floyd County are part of a four-party agreement with the Rome Board of Education and the Floyd County Board of Education for the maintenance and operation of a Joint Records Center. Additionally, these parties have entered an agreement to lease space from the Floyd County Board of Education for the Joint Records Center. Both of these agreements were signed on June 30, 1989, with two-year terms that can be extended for an additional two years. The agreement appears to have continued to date under the provisions of the 1989 documents.

The management oversight of the Joint Records Center is provided by a five-member board, consisting of one representative from each of the four parties involved in the agreement, with the fifth member selected by a majority vote of the four parties.

The operating costs for this service are divided between the four parties as follows: Floyd County, 35 percent; Rome city government, 30 percent; Floyd County Board of Education, 20 percent; and the Rome city Board of Education, 15 percent.

The space for operating the Joint Records Center is provided by the Floyd County Board of Education. A separate agreement between the other three parties and the Floyd County Board of Education allocates the cost of this space as follows: Floyd County government, 44 percent; Rome city government, 37 percent; and Rome city Board of Education, 19 percent.

The operating agreement requires that the Joint Records Center board determine the annual operating costs and that the fiscal year for this facility shall be July 1 through June 30. Since Rome and Floyd County governments have a fiscal year that coincides with the calendar year, the agreement provides that the parties will pay their proportionate share of the annual costs each January 15th and July 15th.

In FY 1995, Rome expended \$22,627 for record retention services. Floyd County does not account for this expense separately in their audit.

## AGREEMENT

GEORGIA, FLOYD COUNTY:

THIS AGREEMENT MADE and entered into this 30th day of June, 1989, by and between FLOYD COUNTY (hereinafter called "County"), the ROME CITY GOVERNMENT (hereinafter called "City"), the ROME CITY BOARD OF EDUCATION (hereinafter called "Rome Board"), and the FLOYD COUNTY BOARD OF EDUCATION (hereinafter called "Floyd Board"), whereby the following terms and conditions are accepted and agreed to as binding by the above-referenced parties:

1.

It is the purpose and intention of this Agreement to facilitate the maintenance and operation of a Joint Records Center, the same being in compliance with and in response to existing Georgia State Law dealing with the keeping and storing of significant records and documentation. The cost of maintaining, and operating the facility shall be borne in an equitable manner by the parties hereto as hereinafter set forth.

2.

It is understood and agreed that the Floyd Board shall serve as fiscal agent for the Records Center with direct supervision over the records analyst, who shall be an employee of said Floyd Board and shall receive all benefits normally afforded to an employee of the Floyd Board.

3.

The policies and procedures governing the operation of the center shall be set by the Records Center Board. Said Records Center Board will be composed of one representative from each of the participating parties hereto with the fifth member being selected by majority vote of said parties. It shall be the responsibility of said board to establish priorities for the work and approve all policies and procedures developed by

the records analyst. It shall further be the responsibility of the board to recommend to the Floyd Board the person or persons to be employed as records analyst. Further, all matters to be decided by said board shall require the vote of a majority of said board members.

4.

It is agreed that the parties hereto shall pay a percentage of the annual on-going costs involved in the maintenance, and operation of the Joint Records Center as follows:

Party

Floyd County Government	35%
Rome City Government	30%
Floyd County Board of Education	20%
Rome City Board of Education	15%

5.

It is agreed and understood that the annual on-going costs involved in the maintenance and operation of the Joint Records Center will be determined by the Records Center Board each year considering the following categories:

- (a) Records Analyst Salary
  - 1. Benefits
- (b) Utilities
- (c) Office Supplies
- (d) Records Center Supplies

The operating year of the Records Center shall coincide with that of the Floyd Board, July 1, through June 30.

6.

It is hereby agreed that the other parties to this Agreement shall pay to the Floyd Board their proportionate share of the annual on-going costs each January 15th and July 15th.



It is further agreed and understood that the annual on-going costs may be subject to change by the Records Center Board if said board expands the capacity of the center or takes any other action which results in an increase in the costs of operation of said center. All additional costs shall be borne by the parties hereto according to the percentages set forth previously.

7.

It is agreed that this contract shall have a duration of two years from July 1, 1989, thusly terminating on July 1, 1991. It is the intent of the parties hereto that upon or prior to the expiration of this contract, a new contract will be negotiated reflecting changes which are necessitated or desired as a result of two years of experience in operating said Joint Records Center.

It is further agreed and understood that this contract may be renewed at the end of the two year period by mutual agreement of the parties for an additional two years.

8.

This document contains the entire agreement of the parties hereto in regard to the Joint Records Center, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. Further, the terms and provisions hereof shall be construed in accordance with the laws of the State of Georgia.

Braman Taylor  
WITNESS

Margaret M. Baker  
WITNESS

Sue Broome  
WITNESS Clerk

L. Merle C. Stovall  
WITNESS

M. H. Mitchell  
CITY OF ROME, a municipal corporation  
BY: Martin H. Mitchell  
Chairman, Rome City Commission

James Terry Jenkins  
FLOYD COUNTY BOARD OF EDUCATION  
BY: Dr. J. Terry Jenkins, Superintendent  
Floyd County Schools

John B. Dickey  
FLOYD COUNTY BOARD OF COMMISSIONERS  
BY: John B. "Jack" Dickey, Chairman

Larry B. Atwell  
ROME CITY BOARD OF EDUCATION  
BY: Dr. Larry B. Atwell  
Rome City Schools

LEASE CONTRACT

GEORGIA, FLOYD COUNTY:

THIS AGREEMENT made and entered into this 30th day of June, 1989, between the FLOYD COUNTY BOARD OF EDUCATION, hereinafter called Lessor, and FLOYD COUNTY GOVERNMENT, ROME CITY GOVERNMENT, and the ROME CITY BOARD OF EDUCATION, hereinafter called Lessee. (It is mutually agreed by all parties hereto, that where either is mentioned herein, that the same refers to their successors or assigns, who are bound as fully and completely by the covenants herein as the parties hereto).

Lessor does hereby rent and lease to Lessee, 2600 square feet of floor space at the central office of the Floyd County Board of Education on Riverside Parkway, Rome, Floyd County, Georgia, for and in the consideration of the sum of One Dollar (\$1.00) per square foot per year.

The space referred to above is to be jointly used as a Joint Records Center and for no other purpose.

The rent shall be payable in advance by July 15th of each year with the first payment falling due July 15, 1989. This contract shall run for a period of two successive years and shall terminate on July 1, 1991.

The contract may be renewed at the end of the contract period for and additional two years by mutual agreement between the Lessor and Lessee.

The parties hereto shall pay the sum of \$2600.00 as follows:

Floyd County Government (44%)	\$ 1,144.00 annually
Rome City Government (37%)	\$ 962.00 annually
Rome City Board of Education (19%)	<u>\$ 494.00 annually</u>
TOTAL	\$ 2,600.00

Lessees shall not have the right to sublease any part or portion of the premises to any other person or entity. Further, this contract shall create the relationship of Landlord and Tenant between the parties hereto and no estate shall pass out the Lessee (Landlord) except a usufruct, not subject by levy and sale, and not assignable by Lessee except by Lessors consent.

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. Time is of the essence of this Agreement. Further, this lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise between the parties, not embodied herein, shall be of any force or effect. Additionally, this Agreement shall be construed under the laws of the State of Georgia.

Bramson Bayler  
WITNESS

M. Mitchell  
CITY OF ROME, a municipal corporation  
BY: Martin H. Mitchell  
Chairman, Rome City Commission

Margaret M. Baten  
WITNESS

James Terry Jenkins  
FLOYD COUNTY BOARD OF EDUCATION  
BY: Dr. J. Terry Jenkins, Superinte  
Floyd County Schools

Sue Broome  
WITNESS Clerk

John B. Dickey  
FLOYD COUNTY BOARD OF COMMISSIONERS  
BY: John B. "Jack" Dickey, Chairman

L. Merle C. Stovall  
WITNESS

Larry B. Atwell  
ROME CITY BOARD OF EDUCATION  
BY: Dr. Larry B. Atwell  
Rome City Schools



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Recycling**

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.):**Floyd County runs operations of Recycling Center as an enterprise fund. Recycling Center provides free cardboard pickup to businesses in both incorporated and unincorporated area. City of Rome provides curbside recyclable pickup exclusively to Rome citizens and takes material to Recycling Center for processing.**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County (Center)	Sale of Commodities /Services
City of Rome (Curbside Pickup)	Solid Waste User Fees

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Solid Waste Agreement	City of Rome / Floyd County	04/18/2005 - 04/18/2055
Recycling Center Agreement	City of Rome / Floyd County	06/28/1988 - 06/28/2013

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**AGREEMENT FOR THE JOINT DEVELOPMENT  
AND  
OPERATION OF SOLID WASTE MANAGEMENT FACILITIES**

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of APRIL, 2005, between the Parties, Floyd County, Georgia, a political subdivision of the State of Georgia, hereafter called "the County", and The City of Rome, Georgia, a municipal corporation of the State of Georgia, hereafter referred to as "the City".

**WITNESSETH:**

WHEREAS, the joint development and operation of a municipal solid waste landfill and appurtenances are necessary to serve the needs of the City and the County in assuring the safe and efficient disposal of solid waste for their citizens; and

WHEREAS, the joint development and operation of other components of an integrated solid waste management system will benefit the citizens of the City and the County through the wise stewardship of resources and sound environmental practices; and

WHEREAS, a joint agreement between the City and the County executed in 1994 for similar purposes expired in November, 2004; and

WHEREAS, the parties desire to continue the undertaking to jointly provide certain solid waste management facilities and services to the citizens of the City of Rome and Floyd County;

**NOW, THEREFORE,**

In consideration of the premises, and of the mutual covenants hereinafter set forth, the City and the County agree as follows:

**Section 1 - Title of Agreement**

This agreement shall be known as the Joint Solid Waste Agreement of the City and the County.

**Section 2 - Definitions**

As used in this Agreement, the following terms and definitions shall apply:

- (a) "Berryhill" shall mean a facility located on the site of the Berryhill Municipal Solid Waste Landfill (now closed).
- (b) The "City Commission" shall mean the Rome City Commission.
- (c) The "County Commission" shall mean the Board of Commissioners of Floyd County, Georgia.

- (d) "Fiscal year" shall mean January 1 through December 31 of each year.
- (e) The "Joint Commission" shall mean the Rome-Floyd County Solid Waste Commission.
- (f) The "Recycling Center" shall mean the Rome-Floyd County Recycling Center.
- (g) "Recycling Center Agreement" shall mean that contract between the City and the County dated June 28, 1988, the term of which expires August 9, 2013, or any subsequent agreement concerning the funding and operation of the Recycling Center.
- (h) "Solid Waste Director" shall mean the Director of the Solid Waste Disposal and Processing Department of the City.
- (i) "The Landfill" shall mean the Walker Mountain Municipal Solid Waste Landfill and associated disposal sites and processing facilities located on Walker Mountain Road.
- (j) "Walker Mountain" shall mean a facility located on the property in, or around the Walker Mountain Municipal Solid Waste Landfill.
- (k) The definition of landfill related terms shall be as specified in O.C.G.A. Volume 10, Title 12; Chapter 8, Article 2, Part 1, entitled Georgia Comprehensive Solid Waste Management Act of 1990, as amended through 1994.

### **Section 3 – Term of Agreement**

The term of this Agreement shall officially begin on January 1, 2005. This Agreement shall extend for a term of fifty (50) years or, through renewals of this Agreement, until the post-closure care responsibilities described in Paragraph 6.3 for the several landfill disposal sites described in Section 5.1 are concluded. In the event that post-closure care responsibilities are still ongoing for any of such landfill disposal sites at the end of the initial fifty (50) year term, this Agreement shall automatically renew for up to ten (10) consecutive, five-year terms, unless one of the parties provides written notice to the other party at least one (1) year prior to the end of any existing term of that party's intent not to renew this Agreement. This Agreement may be terminated sooner by the mutual agreement of the parties hereto.

### **Section 4 - Joint Commission Established**

The City and the County do establish and create the Rome-Floyd County Solid Waste Commission, also known as the 'Joint Commission', as agent for the City and the County with the authority and responsibilities herein prescribed:

- 4.1 Membership: The decision-making body of the Joint Commission shall consist of four voting members: two members of the County Commission selected and appointed by the County Commission and two members of the City Commission selected and appointed by the City Commission. These members shall serve at the pleasure of their



respective appointing commission. The Joint Commission shall also include two non-voting, ex-officio members: the Floyd County Manager and the Rome City Manager.

- 4.2 Officers: The Joint Commission shall elect from among its members a Chair and Vice-Chair who shall serve a one-year term. The offices shall be filled by a voting member from the City and a voting member from the County. The office of Chair shall alternate annually between a voting member of the City and a voting member of the County.
- 4.3 Meetings: The Joint Commission shall meet monthly and at such other times as the Joint Commission shall determine for consultation and transaction of the Joint Commission's business. All meetings may be called by the Chair of the Joint Commission or by any two members of the Joint Commission in accordance with Title 50, Chapter 14 of the Georgia Code (O.C.G.A.). Minutes of all meetings will be kept. Meetings may be canceled only upon agreement of at least three (3) voting members. Notice of specially called meetings requires at least 48 hours notice to all members of the Joint Commission unless staff considers such a meeting an emergency.
- 4.4 Voting: No action shall be taken by the Joint Commission unless approved by three (3) present and voting members. If the City or the County shall fail to be represented by any voting member of the Joint Commission at two consecutive, regularly scheduled meetings of the Joint Commission when both voting members of the other party to the Joint Commission are present, then the Joint Commission members who are in attendance for the third consecutive, regularly scheduled meeting are hereby granted authority to conduct the business of the Joint Commission and make decisions by a simple majority vote, which shall be legally binding on both parties in accordance with the terms and conditions of this Agreement.
- 4.5 General Responsibilities: The Joint Commission is responsible for the development of plans and the conduct of activities necessary to secure governmental permits for the operation of a municipal sanitary landfill, a construction and demolition landfill, an inert landfill, and appurtenant facilities to serve the common needs of the City and the County. The Joint Commission shall conduct studies and evaluations as necessary to improve integrated solid waste management and shall make recommendations to the City Commission and County Commission based on said investigations.
- 4.6 Management Oversight: The Joint Commission shall provide management oversight of the Walker Mountain Landfill, which includes the operation of a municipal solid waste landfill, inert landfill, construction and demolition landfill, and recycling facilities. The Joint Commission shall be responsible for routine post-closure care activities at the closed disposal sites of the Berryhill Landfill and Walker Mountain Landfill.

The Joint Commission shall provide management oversight for operation of the Yard Waste Processing sites at Walker Mountain, on Vaughn Road, at Berryhill, and at other locations that may be subsequently established.

The Joint Commission shall also provide management oversight for Recycling Center operations in accordance with the provisions of the Recycling Center Agreement.

- 4.7 Planning: The Joint Commission shall formulate developmental plans, including engineering, construction and financing plans, for the construction and use of integrated solid waste management facilities. The Joint Commission shall establish, review, update and implement plans and procedures for such orderly additions and improvements to facilities as are necessary to carry out the purposes of the Agreement.
- 4.8 Reporting: The Joint Commission shall prepare a monthly financial report which summarizes financial conditions of the enterprise fund(s), a monthly operating report presenting the amount of waste/material handled from the City, County, and private haulers, and other information relevant for the Joint Commission to monitor and manage its affairs for the Landfill and Recycling Center.
- 4.9 Permitting: The Joint Commission shall apply for and hold the necessary state permits, to be issued in the name of the Rome-Floyd County Solid Waste Commission.
- 4.10 Budgeting and Financial Development: The Joint Commission shall recommend an annual budget by November 1 of each year to the City Commission and County Commission. The City Commission and the County Commission shall approve an annual budget by December 1 of each year. An amended budget may be submitted from time to time to the City Commission and County Commission for approval. The Joint Commission shall establish rate schedules for fees and material buy-back associated with the use of solid waste management facilities subject to this Agreement.
- 4.11 Contracting: The Joint Commission shall review and make recommendations to the City Commission and County Commission concerning any necessary contracts the Joint Commission deems necessary for the planning, design, construction, maintenance, or other responsibilities described herein.
- 4.12 Limitations: The following specific actions by the Joint Commission require prior approval by the parties to this Agreement:
- (a) Contracting with any party, other than the City or County for the development, construction, or operation of any Joint Commission facility.
  - (b) Accepting solid waste for disposal at the Landfill from a source which is located outside of the boundary of Floyd County.
- 4.13 Other: To undertake such other responsibilities as shall be agreed upon from time to time by the parties to this Agreement.

## **Section 5 - Solid Waste Management Facilities**

- 5.1 Disposal Facilities: Landfill disposal facilities shall be developed and operated at the Walker Mountain Landfill in accordance with approved Design and Operational Plans (D&O Plans), as approved by the Georgia Environmental Protection Division (EPD). The landfill disposal facilities shall consist of the municipal solid waste (MSW)

disposal site, the construction and demolition (C&D) disposal site, and the inert disposal site. The MSW facility includes those areas known as Phases 4-9 of the approved D&O Plan. The C&D facility includes those areas known as Phase 1 and Phase 2 of the approved D&O Plan. All facilities shall include components such as leachate collection and transmission facilities; erosion and sedimentation control facilities; and other facilities necessary for the proper operation of the respective disposal site.

- 5.2 Yard Waste Facilities: Yard waste processing and disposal facilities shall be developed and operated at Walker Mountain, Berryhill, Vaughn Road, and at other sites that may be approved from time to time. The Joint Commission shall assume full responsibility for the cost of operation, maintenance, and repairs of such facilities and improvements such that they remain in good working order.
- 5.3 Leased Facilities: The City shall lease to the Joint Commission existing land, facilities and improvements at the Walker Mountain Landfill which are not owned jointly by the City and the County but which are essential to the operation of the landfill for its use for solid waste management purposes. Such land, facilities and improvements include all those located on that area in which buildings, utilities, roads and other paved areas, and developmental buffers as may be required for the various facilities, operations or services specified in this Joint Agreement are located. The Joint Commission shall assume full responsibility for the cost of operation, maintenance, and repairs of such leased land, facilities and improvements such that they remain in good working order. The lease shall be substantially in the form shown in Exhibit A and shall be amended as necessary to conform to the requirements of this Agreement. Said lease shall be executed within 60 days of the execution of this Agreement. In future transactions, the County will not be charged for any improvements made after 1994 through the enterprise fund set forth in Paragraph 7.2 of this Agreement or Section 6.1 of the previous agreement between the City and County.
- 5.4 County Property Purchase: The City shall deed to the County an undivided, one-half interest in the following described land:
- (a) that land which constitutes Phases 7-9 of the Landfill (35 acres); and
  - (b) that land which constitutes Phases 1 and 2 of the C&D disposal site (29 acres); and
  - (c) that land which constitutes the inert disposal site (9 acres).

Payment to the City for said purchase of the above reference of 73 acres shall be at a price of \$8,000 per acre. Payments to the City will be made from the Solid Waste Commission fund in the amount of \$29,200 per year for 20 years. The annual payment will begin in 2005. The City of Rome agrees not to charge more than \$10,000 per acre for any transfer of property currently owned by the City of Rome in or adjacent to Walker Mountain Road Landfill to Floyd County, and any such payment will be made from the Solid Waste Commission Fund unless otherwise approved by both parties.

## **Section 6 - Operational Responsibilities**

- 6.1 Landfill Facility Staffing: The management and operation of the Walker Mountain Landfill and yard waste processing facilities shall be the responsibility of the City. Under the direction of the City's Public Works Director, the Director of the Solid Waste Disposal and Processing Department of the City is the chief staff official in charge of personnel and operations at the Landfill and yard waste facilities. All personnel employed at the Walker Mountain Landfill shall be City employees. The personnel rules and regulations of the City shall apply to all Department personnel. The City shall also provide administrative support services that are incidental to the function of the Solid Waste Disposal and Processing Department. These administrative support services are provided by the City through their Human Resources Department, Purchasing Department, Finance Department, City Clerk's Office, and Information Technology Department.
- 6.2 Closed Landfill Facilities: The Joint Commission shall be responsible for the routine post-closure care of the closed landfill disposal sites on Berryhill Road and at the Walker Mountain Landfill, according to plans approved by the Georgia Environmental Protection Division, and shall include the costs of such activities in the annual budget specified in paragraph 4.10. The respective site owner (i.e. the County or the City) shall be solely responsible for any costs or activities necessitated by the detection of methane gas, groundwater or surface water contaminants, or other pollutants in excess of allowable regulatory limits. Such activities may include non-routine monitoring, plans for corrective action, remediation, and other activities. The City and County may contract with the Joint Commission to perform such activities.
- 6.3 Closure and Post-Closure Care for Currently Operated Landfills: The Joint Commission shall be responsible for the closure and post closure care of the MSW landfill, C&D landfill, and inert waste disposal sites at the Walker Mountain Landfill according to plans approved by the Georgia Environmental Protection Division.
- 6.4 Records: The records of the Solid Waste Disposal and Processing Department will be open for examination by either party, and the following reports will be made regularly:
- (a) a monthly budget report (presented to the Joint Commission);
  - (b) a monthly general activity report;
  - (c) an annual report, or audit; and
  - (d) special reports as may be reasonably requested by the Joint Commission.
- 6.5 Annual Budget: The City's Public Works Director and Solid Waste Director shall perform the annual budget process in a timely fashion with guidance from the Joint Commission. The Solid Waste Director shall submit his annual budget proposal to the Joint Commission no later than October 1 of each year. The Joint Commission shall

review the budget proposal and make a final recommendation for the annual budget to the City Commission and County Commission no later than November 1 of each year.

- 6.6 Budget Adoption: The City Commission and County Commission shall adopt the annual budget for the Solid Waste Disposal and Processing Department no later than January 1 of each year, and provide copies of the adopted budget to the Joint Commission.

## **Section 7 - Solid Waste Commission Fund**

- 7.1 Purpose: For the purpose of providing the financial resources for solid waste management facilities and services as prescribed in this Joint Agreement, the City shall establish the Solid Waste Commission Fund, which shall consist of:
- (a) all sums contained in the City's Solid Waste Commission Fund as it exists on December 31, 2004 as established by the audit for Fiscal Year 2004;
  - (b) revenues from the Landfill fees, interest and other earnings from the Solid Waste Commission Fund, grants and other income received by the Joint Commission;
  - (c) the restricted funds for capital improvements and landfill development, capital equipment, landfill closure, and landfill post-closure care.
- 7.2 Enterprise Fund: The Solid Waste Commission Fund shall be an enterprise fund which shall account for the full cost of operating the solid waste management facilities governed by this Agreement. The full cost shall include the annual operating and maintenance costs, reserve funds for closure and post-closure care costs, equipment depreciation, lease obligations, reserve funds for capital improvements and purchases, and other costs determined to be attributable to the solid waste management facilities under the authority of the Joint Commission.
- 7.3 Financial Development Plan: During the Term of this Agreement, the Joint Commission shall maintain a five-year Financial Development Plan. The Plan shall include projections for revenues including, but not limited to, fees, grants, and loans. The Plan shall include projections for expenses including, but not limited to, normal operation and maintenance costs, capital equipment purchases, capital depreciation, capital improvements, costs for phased development of landfill facilities, and reserved funds for landfill closure and post-closure care.

The Financial Development Plan for the first five years of the Term of this Agreement shall include a schedule for repayment to the City and County of the initial \$100,000 contributed by each party to establish a Fund balance under the Agreement for Joint Development of Integrated Solid Waste Management Facilities of 1994.

7.4 Restricted Reserve Accounts: There shall be established within the Solid Waste Commission Fund restricted, reserve accounts to accrue funds in accordance with the Financial Development Plan, and specified as follows:

- (a) A Landfill Development account shall be for the design and construction of Phases 7-9 of the municipal solid waste landfill, and Phase 2 of the construction and demolition disposal site;
- (b) A Post-Closure Care restricted account shall be for those costs associated with Phases 1-3 and Phases 4-9 of the municipal solid waste landfill at Walker Mountain, the construction and demolition landfill at Walker Mountain, and the closed Berry Hill Landfill;
- (c) A Landfill Closure restricted account shall be for Phases 4-9 of the municipal solid waste landfill at Walker Mountain, and the construction and demolition landfill at Walker Mountain; and
- (d) A Capital Equipment account shall be for new and replacement equipment necessary to operate the solid waste management facilities in accordance with the Financial Development Plan and approved annual budget.

7.5 Rate Schedules: The Joint Commission shall establish the rate schedules for all fees or material buy-back associated with the solid waste management facilities governed by this Agreement. Rate schedules shall be structured to generate sufficient revenues to fund the operation of solid waste management facilities in accordance with the Financial Development Plan and approved annual budget, plus a reserve deemed sufficient by the Joint Commission for unanticipated expenditures.

7.6 User Fees: Each user of the landfill shall be charged a fee according to the established rate schedule prescribed in paragraph 7.5.

7.7 Revenue Sources and Cash Flow: In addition to user fees, the Solid Waste Commission Fund shall account for any other sources of revenue, including, but not limited to, grants, loans, general obligation bonds, special purpose local option sales tax, or other fund sources.

If the Solid Waste Commission Fund experiences a cash deficit at any time, said deficit shall be assessed equally to the City and the County. Said assessment to the County shall be paid from the County's Solid Waste Fund.

7.8 Landfill Administrative Support Reimbursement: The City shall be reimbursed for providing administrative support services, as described in Paragraph 6.1. Said cost on an annual basis shall be equal to two percent (2%) of the approved budget for operation and maintenance expenses for the Solid Waste Disposal and Processing Department, unless otherwise specified in said annual budget.

- 7.9 Landfill Force Account Reimbursements: The City and County shall be paid the actual cost of services they provide for the Landfill that are not provided by the Solid Waste Disposal and Processing Department of the City or by the administrative support services described in Paragraph 6.1. Costs specifically excluded from this provision are those associated with the City Manager's Office, the County Manager's Office, and the Public Works Directors of the City and the County.
- 7.10 Recycling Center Administrative Support Reimbursement: The County shall provide administrative support services that are incidental to the function of the Recycling Center. These administrative support services are provided by the County through their Human Resources Department, Purchasing Department, Finance Department, County Clerk's Office, and Information Technology Department. The County shall be reimbursed for providing these administrative support services in the operation of the Recycling Center. Said cost on an annual basis shall be equal to two percent (2%) of the approved budget for operation and maintenance expenses for the Recycling Center, unless otherwise specified in said annual budget.
- 7.11 Recycling Center Force Account Reimbursements: The City and the County shall be paid the actual cost of services they provide for the Recycling Center that are not provided by the Rome-Floyd Recycling Center. Costs specifically excluded from this provision are those associated with the County Manager's Office, the City Manager's Office, and the Public Works Directors of the County and the City.
- 7.12 Excess Fund Balance: From time to time as the parties may mutually agree, or upon termination of this Joint Agreement or at the end of its natural Term, any unrestricted fund balance in excess of the amount that may be reasonably necessary for its intended purpose shall be distributed to the City and the County in equal parts.

## **Section 8 - Default and Termination**

- 8.1 Events of Default: Each of the following shall constitute an event of default by either party to this Agreement:
- (a) Either party to this Agreement fails to pay promptly any of its financial obligations under the terms and conditions of this agreement when such financial obligations shall become due and payable, and such default continues for a period of 90 days after the receipt of notice from the other party of such non-payment.
  - (b) Either party to this Agreement fails to keep, perform or observe any other material term, covenant or condition of this Agreement, and such default continues for a period of 30 days after the receipt of written notice from the other party of such failure.
- 8.2 Termination: This agreement may be terminated by any one or more of the following:
- (a) An event of default, as documented and confirmed by written notice to the party in default by the other party to this Agreement.

- (b) Termination may be effected by governmental action, act of God, war or other catastrophe beyond the control of either party.
- (c) Either party may terminate this contract, provided that said party has given written notice of their intent to terminate no less than one (1) year in advance.
- (d) The party electing to terminate shall pay any unemployment compensation due to the employee layoff that may come as a result of the Agreement being terminated.
- (e) Upon termination, the restricted funds for landfill post-closure and landfill closure shall be divided between the parties in the same proportion as the funds are allocated to their respectively owned facilities according to the most recent annual report, or audit.

### **Section 9 - Other**

- 9.1 Flow Control: All solid waste, except inert material and yard waste, which the City and County may collect, directly or by means of a contract, shall be delivered to a facility provided under this agreement, if available.
- 9.2 Natural Catastrophe: In the event of a natural catastrophe (tornado, flood, fire, etc.) the Joint Commission may establish temporary operational, administrative, or financial procedures that are in the best interest of the citizens of the City and County. Such temporary procedures shall be terminated promptly when the impact of the catastrophe has ended. The City and County shall be promptly notified of the nature of the temporary procedures and the date of their termination.
- 9.3 Inmates: The County shall allocate inmates at no cost to the Landfill through the Floyd County Prison. The allocation shall be on a daily basis, Monday through Friday, during those hours when inmates are normally available for assignment. The allocation shall be no less than eight (8) inmates for each BCOT certified guard on duty at the Landfill. Inmates shall be allocated as prescribed herein, except at those time when guard access to the Prison is denied by the Warden for security reasons.
- 9.4 City Manager: The City Manager is the chief executive officer responsible for the City's performance of this Joint Agreement and for the services provided by the Solid Waste Disposal and Processing Department. In addition, the City Manager is the officer designated to receive all reports, notices, and correspondence, and to conduct all official transactions on behalf of the City.
- 9.5 County Manager: The County Manager is the chief executive officer responsible for the County's performance of this Joint Agreement and for the services provided by the Recycling Center. In addition, the County Manager shall be the officer designated to receive all reports, notices, and correspondence, and to conduct official transactions on behalf of the County.



### **Section 10 - Amendments**

This agreement cannot be amended, modified, changed, or discharged, except in writing signed by the parties of this Agreement upon proper authority.

### **Section 11 - Execution**

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

### **Section 12 - Severability**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom and (d) if allowed under applicable law and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

### **Section 13 - Insurance**

The City shall obtain insurance coverage with respect to the services and operations as provided for in this agreement by the City. The premiums for such insurance coverage shall be paid for out of the Solid Waste Commission Fund. Such insurance shall include:

- (a) Workers' Compensation
- (b) Employer's liability
- (c) Public liability (personal injury and death)
- (d) Public liability (property damage)
- (e) Automobile liability (personal injury and death)
- (f) Automobile liability (property damage)
- (g) Public officials' liability
- (h) Fire and casualty
- (i) Contractual coverage (for the within indemnification)

In the event of any claim or litigation against one or both of the parties or their respective officials arising out of the services and operations as provided for in this agreement by the City, the parties shall cooperate and mutually support each other in the vigorous defense of such claim or action.

**Section 14 - Indemnification**

During the term of this Agreement, the City agrees to defend, indemnify and hold harmless the County and its officers, elected officials, agents, and employees from any and all liability, loss, demands, suits, actions and claims, including reasonable costs and attorney's fees which result from or arise out of the services and operations as provided for in this agreement by the City. In the event the City becomes obligated or is otherwise notified or called upon to defend or indemnify the County, the City may elect, in its sole discretion, to assume and control the defense of any such claim, charge, or action. If such election is made, the City shall select counsel to represent the County from an *AV* rated law firm, as established by Martindale-Hubbell, with appropriate litigation experience. Notwithstanding anything herein to the contrary, the City shall not be obligated to indemnify the County for any claim challenging the legality or constitutionality of a County ordinance.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

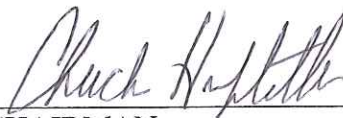
THE CITY OF ROME, GEORGIA

BY:  (SEAL)  
MAYOR

ATTEST:

  
CITY CLERK

FLOYD COUNTY, GEORGIA

BY:  (SEAL)  
CHAIRMAN,  
BOARD OF COMMISSIONERS

ATTEST:

  
COUNTY CLERK

EXHIBIT A

FACILITIES LEASE AGREEMENT

This Lease Agreement is made by and between the City of Rome, Georgia, hereinafter referred to as "Lessor" and Rome-Floyd County Solid Waste Commission a/k/a Joint Commission hereinafter referred to as "Lessee" for operation of solid waste management facilities at the Walker Mountain Landfill located in Floyd County, Georgia.

Lease Term: Lessor leases to Lessee facilities and improvements at the Walker Mountain Landfill commencing January 1, 2005 and coinciding with the Term of the Agreement for the Joint Development and Operation of Solid Waste Management Facilities unless terminated by mutual consent.

Lease Property: The lease property incorporates that land, along with those facilities and associated improvements, essential to the operation of the landfill. Said facilities and improvements to be leased include the entrance facilities, access roads, scales, scale house, existing garage and maintenance buildings, sediment ponds, yard waste collection site, on-site borrow areas, fencing, signs, drainage structures, and other appurtenances. The properties are leased to fulfill the expressed purposes of the Joint Solid Waste Agreement. All other rights, privileges, or authority with respect to the lease property shall be retained by the City. This lease does not include undeveloped property owned by the City which surrounds the area.

Terms of compensation: Compensation to Lessor by Lessee for use of said property shall be \$100.00 per month.

IN WITNESS WHEREOF, the parties have executed this Agreement, at Rome, Floyd County, Georgia, this 18<sup>th</sup> day of APRIL, 2005.

[Signature]  
LESSOR

[Signature]  
WITNESS

Sworn to and subscribed before me  
This 18<sup>th</sup> day of APRIL, 2005

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 3-7-2008

[Signature]  
LESSEE

[Signature]  
WITNESS

Sworn to and subscribed before me  
This 25<sup>th</sup> day of April, 2005.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 8-21-2007

Incinerator

ENTERED INTO MINUTES

Date: 6/28/88

Book No 27 Page No 48

GEORGIA, FLOYD COUNTY.

THIS CONTRACT ~~made~~ and entered into as of the 28th day of June, 1988 ("the Contract"), by and between FLOYD COUNTY, GEORGIA, a Political Subdivision of the State of Georgia, acting by and through its Board of Commissioners ("the County"), and the CITY OF ROME, GEORGIA, a Municipal Corporation ("the City");

WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the County and the City agree as follows:

WHEREAS, the County intends to impose, subject to the requirement of referendum approval, a special sales and use tax for a period of four years and to specify a portion of the proceeds of the tax to be used and expended for certain capital outlay projects, which include an incinerator and recycling center; and,

WHEREAS, it is contemplated that said incinerator and recycling center may be constructed on property owned by the City, and will be operated by the County and/or City; and

WHEREAS, the construction of said incinerator and recycling center will be constructed by Floyd County with proceeds derived from the Special Purpose Local Option Sales Tax, same being a capital outlay project, to be owned by the County and operated by the County and/or City, pursuant to Contract; and

WHEREAS, the entering into this Contract is authorized under the Constitution and laws of the State of Georgia, particularly Article 9, Section 3, Paragraph 2 of the Constitution; and

NOW, THEREFORE, in consideration of the premises, covenants and agreements hereinafter set forth, the County and the City hereby agree as follows:

1.

The City agrees to lease to the County for a period of twenty-five (25) years a tract of land suitable for an incinerator and recycling center at the City owned Walker Mountain landfill, said lease to include right of ingress and egress from a public road and to be for a term and period of twenty-five (25) years. However, the County shall not be obligated to lease said property.

2.

The County shall pay to the City the sum of Ten and No/100 (\$10.00) Dollars for said twenty-five (25) year lease, said payment to be made upon commencement of the lease agreement.

3.

The County agrees to construct an incinerator and recycling center pursuant to plans and specifications prepared and furnished by the County with proceeds of the tax received from the Special Purpose Local Option One-Percent Sales Tax. The County shall be responsible for payment of any and all costs incurred in the construction of said incinerator and recycling center. The work is to commence after approval of the Special Purpose One-Percent Local Option Sales Tax referendum on August 9, 1988, at a time to be determined by the County.

4.

The County and/or City will operate the incinerator and recycling center.

5.

All employees of the incinerator and recycling center will be County or City employees and will operate under all the general policies and benefits of their respective governmental employer.

6.

The County and City will equally fund all maintenance, repair and improvement costs to the incinerator and recycling center building.

7.

After construction of the project as contemplated herein, the County and the City will fund equally all operating and capital equipment costs, including, but not limited to, general operating expenses; payroll; equipment maintenance, repair and replacement; and utilities.

8.

This Agreement shall begin upon approval of the sales tax referendum and extend for twenty-five (25) years thereafter.

9.

As to all of the capital improvements to be constructed upon said property by the County, the County specifically reserves the right to approve all construction contracts and to control the payment schedule for such construction projects. The County shall not be required to pay more than the actual cost incurred for the particular project, nor shall the County pay more than the amount

allocated for the particular project as reflected in its allocation and projection prepared in reference to the Special Purpose Local Option One-Percent Sales Tax. As to all expenses and costs incurred for such construction, the County may make payment directly to the contractors and suppliers of labor and material or reimburse the City for its payment of such contractors and suppliers. The approvals and decisions specified herein shall be made by the County, with the advice and consultation of the City.

10.

Each party agrees to indemnify and save harmless the other party against all loss, costs or damages on account of injury to persons or property accruing in the performance of its work, together with any and all attorney's fees incurred by the other party on account of the injuries.

11.

If the referendum for the Special Purpose Local Option One-Percent Sales Tax fails, or if said referendum passes, but the project described herein is not funded as contemplated, then this Contract shall be null and void, and of no further force and effect.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed in their respective names and

their respective seals to be hereunto affixed and attested by their  
duly authorized officers, all as of the date above written.

FLOYD COUNTY, GEORGIA

BY: *C.T. Blankenship*  
C. T. BLANKENSHIP,  
Chairman

(SEAL)  
ATTEST:

*Sue Broome*  
SUE BROOME, Clerk

THE CITY OF ROME, GEORGIA

BY: *Tom Mitchell*  
CHAIRMAN, ROME CITY  
COMMISSION

(SEAL)

ATTEST:

*ASST.* *Joe Smith*  
CITY CLERK





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Solid Waste - Collection**

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.): **Floyd County created a solid waste tax for unincorporated areas and provides six remote site collection points in the unincorporated area. Rome and Cave Spring provide collection in their respective areas. Floyd County contracts with a vendor to provide collection services at Remote Sites. Private companies provide house collection for a fee in the unincorporated area.**

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	Special Service District Revenues
City of Rome	Enterprise Fund
City of Cave Spring	Enterprise Fund

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Allied Waste Amendment	Floyd County / Allied Waste	01/01/2010 - 12/31/2010

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:



AMENDMENT TO  
SERVICE AGREEMENT FOR SOLID WASTE EQUIPMENT AND  
SERVICES FLOYD COUNTY, GEORGIA

This Amendment (the "Amendment") is made to that certain Service Agreement for Solid Waste Equipment and Services Floyd County dated the 13<sup>th</sup> of June, 1989 as modified by that certain Addendum dated the 1<sup>st</sup> day of July, 2008 and as amended thereafter (hereinafter the Agreement as modified by the Addendum and as amended and modified by such amendments is hereinafter collectively called the "Agreement"), both by and between Floyd County, Georgia (hereinafter referred to as the "County") and BFI Waste Services, LLC, dba Allied Waste Services of Rome (hereinafter referred to as "BFI").

WHEREAS, the County and BFI entered into the Agreement whereby the County granted BFI the right to collect within the Corporate limits of the County certain Solid Waste Equipment and Services as defined in the Agreement and BFI was paid for such services; and

WHEREAS, amendments to the Agreement allows for the Agreement to be renewed upon the mutual agreement of the County and BFI;

WHEREAS, the parties desire to renew the Agreement and to amend the Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual promises and benefits that are hereinafter provided and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto hereby agree to amend and extend the Agreement as follows (defined terms herein not defined herein shall have the meanings ascribed to such terms in the Agreement);

1. Section 10.00: Term of Contract

Notwithstanding anything contained in the Agreement to the contrary, the term of the Agreement is hereby extended for (18) Eighteen months from July 1, 2008 to and through December 31, 2009. The Agreement as amended hereby may be renewed for an additional one (1) year term upon the mutual agreement of the parties.



2. Section 14.02: Modification to rates

Notwithstanding anything contained in the Agreement to the Contrary, BFI shall receive as compensation for the work performed pursuant to the Agreement as amended hereby Exhibit "A" which reflects an increase of 3% based upon the Consumer Price Index during the (18) eighteen month extension of this Amendment.

3. Except as specifically modified or amended herein, all provisions of the Agreement shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives as of the 1<sup>st</sup> day of July, 2008.

Attest:

**Floyd County, Georgia ("County")**

By: Kathy

By: Jerry Jennings

Name: Kathy Arp ccc  
Clerk, Board of Commissioners

Jerry Jennings,  
Chairman, Board of Commissioners

Attest:

**BFI WASTE SERVICES, LLC**

By: Monica Moseley

By: Michael Behr

Name: Monica Moseley  
Title: Government Affairs Manager

Michael Behr  
General Manager, Allied Waste  
Services of Rome



# U.S. Department of Labor Bureau of Labor Statistics

Bureau of Labor Statistics Data

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## Change Output Options:

From:  To:

include graphs **NEW!**

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Data extracted on: June 30, 2008 (11:04:49 AM)

## Consumer Price Index - All Urban Consumers

Series Id: CUUR0300SA0  
 Not Seasonally Adjusted  
 Area: South urban  
 Item: All items  
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1
1997	155.7	156.1	156.5	156.7	156.6	157.0	157.0	157.1	157.5	157.8	157.8	157.3	156.9	156.4
1998	157.6	157.8	158.2	158.5	158.8	159.1	159.3	159.5	159.5	159.8	159.6	159.6	158.9	158.3
1999	159.9	160.0	160.6	161.5	161.6	161.7	162.2	162.6	163.2	163.6	163.5	163.6	162.0	160.9
2000	164.1	164.8	166.5	166.7	166.7	167.5	168.0	168.0	168.5	168.5	168.6	168.4	167.2	166.1
2001	169.3	170.2	170.6	171.4	171.7	172.2	171.6	171.5	172.2	171.7	171.0	170.3	171.1	170.9
2002	170.6	171.0	172.1	173.1	173.2	173.5	173.6	173.8	174.2	174.9	174.9	174.6	173.3	172.3
2003	175.1	176.4	177.5	177.4	176.8	177.2	177.3	177.9	178.3	178.1	177.5	177.5	177.3	176.7
2004	178.2	179.1	180.1	180.9	182.0	182.9	182.6	182.6	182.8	183.7	183.7	183.3	181.8	180.5
2005	183.6	184.7	185.9	187.3	187.3	187.8	188.5	189.4	192.0	192.5	190.7	190.1	188.3	186.1
2006	191.5	191.8	192.8	194.7	195.5	196.3	197.0	197.1	195.8	194.7	194.3	194.8	194.7	193.8
2007	195.021	195.950	197.904	199.618	200.804	201.675	201.571	201.041	201.697	202.155	203.437	203.457	200.361	198.495

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4.4% Dec to Dec [www.dol.gov](http://www.dol.gov)

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**Floyd County Public Works  
Attachment A**

<b>Account</b>	<b>Location</b>	<b>Standard</b>	<b>July 01, 2008</b>
0193318-101	Midway #1	\$ 3,662.19	\$ 3,772.06
0193318-102	Potts #1 Trash	\$ 1,911.19	\$ 1,968.53
0193318-103	Berry Hill Pkr	\$ 3,772.40	\$ 3,885.57
0193318-104	Hatfield Site	\$ 2,453.69	\$ 2,527.30
0193318-105	Cave Spring	\$ 1,943.40	\$ 2,001.70
0193318-106	Shannon Site	\$ 1,534.51	\$ 1,580.55
0193318-107	Midway #2	\$ 430.13	\$ 443.03
		\$15,707.51	\$16,178.74



1-12-10

Mr. Michael Skeen  
Public Works Director  
337 Blacks Road  
Rome GA, 30161

Amendment to  
RE: Service Agreement for Solid Waste Equipment  
and Services Floyd County, Georgia

Dear Michael,

Please allow this letter as notification to the Amendment date July 1, 2008 Section 10.00 Term of Contract stating the term of the Agreement for (18) months from July 1, 2008 to and through December 31, 2009. The Agreement as amended hereby may be renewed for an additional one (1) year term upon the mutual agreement of the parties. Allied Waste Services of Rome (hereinafter referred to as "BFT") agrees to renew the agreement for an additional one (1) year with no additional rate increase to Attachment A (Floyd County Public Works rate sheet). Please see attached.

Allied Waste appreciates the opportunity to continue to serve and partner with Floyd County.

Please feel free to contact me should you have questions I may be reached at 404-202-1536.

Thank you,

A handwritten signature in black ink, appearing to read 'Monica Moseley', written over a horizontal line.

Monica Moseley  
Area Municipal Manager  
Republic Services d/b/a Allied Waste

Accepted this 26<sup>th</sup> day of January, 2010

FLOYD COUNTY BOARD OF COMMISSIONERS

A handwritten signature in black ink, appearing to read 'Eddie Lumsden', written over a horizontal line.

Eddie Lumsden, Chairman

cc Joe Salamone



**AMENDMENT TO**  
**SERVICE AGREEMENT FOR SOLID WASTE EQUIPMENT AND**  
**SERVICES FLOYD COUNTY, GEORGIA**

This Amendment (the "Amendment") is made to that certain Service Agreement for Solid Waste Equipment and Services Floyd County dated the 13<sup>th</sup> of June, 1989 as modified by that certain Addendum dated the 1<sup>st</sup> day of July, 2008 and as amended thereafter (hereinafter the Agreement as modified by the Addendum and as amended and modified by such amendments is hereinafter collectively called the "Agreement"), both by and between Floyd County, Georgia (hereinafter referred to as the "County") and BFI Waste Services, LLC, dba Allied Waste Services of Rome (hereinafter referred to as "BFI").

WHEREAS, the County and BFI entered into the Agreement whereby the County granted BFI the right to collect within the Corporate limits of the County certain Solid Waste Equipment and Services as defined in the Agreement and BFI was paid for such services; and

WHEREAS, amendments to the Agreement allows for the Agreement to be renewed upon the mutual agreement of the County and BFI;

WHEREAS, the parties desire to renew the Agreement and to amend the Agreement in certain respects.

NOW, THEREFORE, in consideration of the mutual promises and benefits that are hereinafter provided and such other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto hereby agree to amend and extend the Agreement as follows (defined terms herein not defined herein shall have the meanings ascribed to such terms in the Agreement);

**1. Section 10.00: Term of Contract**

Notwithstanding anything contained in the Agreement to the contrary, the term of the Agreement is hereby extended for (18) Eighteen months from July 1, 2008 to and through December 31, 2009. The Agreement as amended hereby may be renewed for an additional one (1) year term upon the mutual agreement of the parties.





2. Section 14.02: Modification to rates

Notwithstanding anything contained in the Agreement to the Contrary, BFI shall receive as compensation for the work performed pursuant to the Agreement as amended hereby Exhibit "A" which reflects an increase of 3% based upon the Consumer Price Index during the (18) eighteen month extension of this Amendment.

3. Except as specifically modified or amended herein, all provisions of the Agreement shall remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives as of the 1<sup>st</sup> day of July, 2008

Attest:

Floyd County, Georgia ("County")

By: Kathy

By: Jerry Jennings

Name: Kathy Arr  
Clerk, Board of Commissioners

Jerry Jennings  
Chairman, Board of Commissioners

Attest:

BFI WASTE SERVICES, LLC

By: Monica Moseley

By: Michael Behr

Name: Monica Moseley  
Title: Government Affairs Manager

Michael Behr  
General Manager, Allied Waste Services of Rome

Effective January 1, 2010 - Dec 31, 2010

Floyd County Public Works  
Attachment A

Account	Location	Standard	July 01, 2008
0193318-101	Midway #1	\$ 3,862.19	\$ 3,772.08
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0193318-105	Cave Spring	\$ 1,943.40	\$ 2,001.70
0193318-106	Shannon Site	\$ 1,534.51	\$ 1,580.55
0193318-107	Midway #2	\$ 430.13	\$ 443.03
		\$15,707.51	\$16,178.74



**U.S. Department of Labor**  
**Bureau of Labor Statistics**

Bureau of Labor Statistics Data

[www.bls.gov](http://www.bls.gov)

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Change Output Options: From: 1997 To: 2007  
 include graphs NEW

[More Estimating Options](#)

Data extracted on: June 30, 2008 (11:04:49 AM)

**Consumer Price Index - All Urban Consumers**

Series Id: CUUR3008RO  
 Not Seasonally Adjusted  
 Area: South urban  
 Item: All Items  
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1
1997	155.7	156.1	156.5	156.7	156.6	157.0	157.0	157.1	157.5	157.8	157.8	157.3	156.9	156.4
1998	157.6	157.8	158.2	158.5	158.8	159.1	159.3	159.5	159.5	159.8	159.6	159.6	158.9	158.3
1999	159.9	160.0	160.6	161.5	161.6	161.7	162.2	162.6	163.2	163.6	163.5	163.6	162.0	160.9
2000	164.1	164.8	166.5	166.7	166.7	167.5	168.0	168.0	168.5	168.5	168.6	168.4	167.2	166.1
2001	169.3	170.2	170.6	171.4	171.7	172.2	171.6	171.5	172.2	171.7	171.0	170.3	171.1	170.9
2002	170.6	171.0	172.1	173.1	173.2	173.5	173.6	173.8	174.2	174.9	174.9	174.6	173.3	172.3
2003	175.1	176.4	177.5	177.4	176.8	177.2	177.3	177.9	178.3	178.1	177.5	177.5	177.3	176.7
2004	178.2	179.1	180.1	180.9	182.0	182.9	182.6	182.6	182.8	183.7	183.7	183.3	181.8	180.5
2005	183.6	184.7	185.9	187.3	187.3	187.8	188.5	189.4	192.0	192.5	190.7	190.1	188.3	186.1
2006	191.5	191.8	192.8	194.7	195.5	196.3	197.0	197.1	195.8	194.7	194.3	194.8	194.7	193.8
2007	195.021	195.950	197.904	199.628	200.804	201.675	201.571	201.041	201.697	202.155	203.437	203.457	200.361	198.491

4.4% Dec to Dec  
[www.bls.gov](http://www.bls.gov)

**A) Back to Top**

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**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Solid Waste - Landfill**

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.): **City of Rome**

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.): **T**

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
City of Rome	Enterprise Funds

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Landfill Agreement	City of Rome / Floyd County	04/18/2005 - 04/18/2055

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**ALLIED WASTE SYSTEMS - WASTE DISPOSAL PROCUREMENT AGREEMENT**

Allied Formal Business Name: BFI Waste Services, LLC

Allied d.b.a. Business Name: Allied Waste Services of Rome ("ALLIED")

Allied Business Unit **Mailing** Address: 14 Redmond Court NW

City: Rome

State: Georgia Zip Code: 30165

Allied Business Unit Contact Name: Michael Behr Phone Number: 706/235-8503

ENTERED INTO MINUTES

Date: 12/20/2007

Book No 44 Page No 266

Supplier's Formal Business Name: City of Rome, Georgia and Floyd County, Georgia

Supplier d.b.a. Business Name: Rome-Floyd County Solid Waste Commission ("SUPPLIER")

Supplier's Landfill or Transfer Station Name: Walker Mountain Landfill

Supplier's Landfill or Transfer Station **Physical** Address: 433 Walker Mountain Road

City: Rome

State: Georgia Zip Code: 30161

Supplier's Landfill or Transfer Station **Mailing** Address: P.O Box 1433

City: Rome

State: Georgia Zip Code: 30162-1433

Supplier's Landfill or Transfer Station Contact Name: Mike Gattis Phone Number : 706/291-4512

Contract Effective Date: 01 / 01 / 2008 Term of Contract: 5 years.

Acceptable Waste Types: MSW, C&D, Inert

Unit of Measure for Billing: Tons

Disposal Fee: \$20.00 / Ton for MSW and C&D

\$15.00 / Ton for Inert

Invoice Period: Monthly

All Payments Are Due Within 30 Days After Receipt of Invoice

Minimum Volume: 125/ Tons per day monthly average based on 5.25 days per week

Maximum Volume: 250 / Tons per day monthly average based on 5.25 days per week

ALLIED agrees to deliver to the Walker Mountain Landfill all Acceptable Waste collected in Floyd County +/- 10%

Special Comments: (1) Disposal fees shall remain fixed for Year 1. In years 2, 3, 4, and 5, they shall be adjusted on January 1st based on the Consumer Price Index as published by the U. S. Bureau Of Labor Statistics – South – All Items Index, with a maximum increase capped at 2.0 percent in Year 2. (2) "Allied" shall be able to increase the maximum of 250 tons per day with the need to go to "Supplier" for approval if the volume above the maximum of 250 tons per day is generated within the political boundaries of Floyd County Georgia.

1. Delivery of Acceptable Waste. ALLIED may deliver up to the Maximum Volume stated on the first page hereof, if any, and, SUPPLIER agrees to accept all Acceptable Waste (as defined below) at its landfill or transfer station indicated on the first page of this Contract (the "Landfill/Transfer Station"). ALLIED may deliver in excess of the Maximum Volume of Acceptable Waste indicated on the first page of this Contract only upon verbal or written approval from SUPPLIER.

2. Delivery Procedures; Operation of the Landfill/Transfer Station.

(a) Acceptance of Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill/Transfer Station under then-applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") generated predominantly within the political boundaries of Floyd County, Georgia, and that is not Unacceptable Waste (as defined below). **In the event ALLIED exceeds the average monthly maximum volume (as defined on the first page of this Contract) of Acceptable Waste, then the amount of waste delivered to SUPPLIER which exceeds the maximum volume shall not be considered Acceptable Waste, and ALLIED shall be billed for such waste at the standard rate per ton charged by SUPPLIER to third parties; provided, however, that ALLIED shall not be charged the standard rate for such waste if it has received prior approval from SUPPLIER or if ALLIED can prove that all waste delivered to SUPPLIER by ALLIED was generated within the political boundaries of Floyd County Georgia.**

(b) Operation of the Landfill/Transfer Station/Procedures. Notwithstanding anything in this Contract to the contrary, SUPPLIER shall have the right, in its sole discretion, to close its Landfill/Transfer Station, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such closure, ALLIED shall have the right to terminate this Contract. The delivery of Acceptable Waste to the Landfill/Transfer Station, which shall occur only during the Landfill/Transfer Station's posted hours, shall be governed by the procedures applicable generally to haulers utilizing the Landfill/Transfer Station as SUPPLIER may modify from time to time.

(c) Compliance with Applicable Laws. ALLIED shall deliver waste to the Landfill/Transfer Station in compliance with all Applicable Laws and the Landfill/Transfer Station procedures referenced in Section 2(b). SUPPLIER shall manage the Landfill/Transfer Station and dispose of all waste delivered by ALLIED in accordance with all applicable laws, regulations and permits.

(d) Title to Waste. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill/Transfer Station shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill/Transfer Station. Title to Unacceptable Waste shall remain with ALLIED or its customer and shall never be deemed to pass to the SUPPLIER.

3. Term. Unless sooner terminated pursuant to Section 8, this Contract shall commence as of the Contract effective date and shall remain in full force and effect for the period specified on the first page of this Contract. Upon expiration or termination of this Contract, the obligations of both parties to deliver and to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Contract (including those with respect to payment and indemnification) shall survive termination.

4. Disposal Fees and Payments.

(a) Fees. ALLIED shall pay SUPPLIER a disposal fee (the "Disposal Fee") for all Acceptable Waste delivered and accepted to the Landfill/Transfer Station as set forth on the first page of this Contract. **In the event Allied does not deliver the average monthly minimum volume (as defined on the first page of this Contract) of Acceptable Waste, then the Disposal Fee for that month shall be the standard rate per ton charged by Supplier to third parties.**

(b) Payment. SUPPLIER shall transmit an itemized invoice to ALLIED of all Disposal Fees and other charges under this Contract on a periodic basis as indicated above. ALLIED shall pay all invoices within the time period indicated above. If ALLIED does not make payment by such date, ALLIED shall pay a late payment fee in an amount equal to the lesser of (i) the greater of \$5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law. ALLIED also shall pay a fee of \$50 for each check submitted by such Party that is an insufficient funds check or is returned or dishonored.

(c) Taxes and Other Charges; Cost Increases. All taxes, host fees, and other charges are deemed to be inclusive in the Disposal Fees as listed above. The initial amount of State Taxes in effect at the start of the contract is subject to change from time to time and shall be adjusted if they are changed by the State of Georgia by execution of a written amendment to this Contract by both Parties.

5. Insurance. During the term of this Agreement, SUPPLIER shall maintain the following insurance coverages:

<u>Workers' Compensation:</u>	<u>Amount:</u>
Coverage A	Statutory
Coverage B – Employer's Liability	Statutory

<u>Automobile Liability:</u>	
Bodily Injury/Property Damage	\$1,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)

<u>Commercial General Liability:</u>	
Bodily Injury/Property Damage	\$1,000,000 each occurrence
Combined – Single Limit	

The insurance carriers providing the coverage required by this Section shall be rated at least A- VII by A.M. Best. SUPPLIER shall deliver the Certificates of Insurance evidencing the foregoing policies to ALLIED before ALLIED delivers any waste to the SUPPLIER's Landfill/Transfer Station pursuant to this Contract. The Certificates and the insurance policies required by this Section shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to ALLIED. The policies required by this Section shall be primary and the insurance providers shall agree to waive their rights of subrogation against ALLIED and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns.

6. Changes and Amendments to Contract. This Contract may be changed at any time but only upon the mutual agreement of the Parties and the execution of a written amendment signed by the authorized representatives of both Parties.

7. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. ALLIED agrees that it shall not deliver any Unacceptable Waste to the SUPPLIER's Landfill/Transfer Station. If ALLIED delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of the SUPPLIER, as ALLIED's agent to cause such separation, with the cost of such separation to be paid by ALLIED. SUPPLIER shall have the right, but not the obligation, to inspect any of ALLIED's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Any failure by SUPPLIER to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve ALLIED from its obligation to deliver only Acceptable Waste or from its other obligations under this Section.

(b) Rejection of Unacceptable Waste. If ALLIED delivers Unacceptable Waste to the SUPPLIER's Landfill/Transfer Station, the SUPPLIER may, in its sole discretion: (i) reject such Unacceptable Waste at ALLIED's expense; or (ii) if the SUPPLIER does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, inform ALLIED by providing telephonic notice thereof and offering ALLIED a reasonable opportunity to remove and dispose of such Unacceptable Waste. If ALLIED elects to dispose of such Unacceptable Waste, it shall do so within such time period as the SUPPLIER reasonably deems necessary or appropriate in connection with the operation of the Landfill/Transfer Station, including the preservation of the health and safety of its employees. If ALLIED chooses to not remove or properly dispose of such Unacceptable Waste, or, if, after electing to do so, ALLIED does not dispose of the Unacceptable Waste within the time period specified by the SUPPLIER, the SUPPLIER may, as ALLIED's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws, and, to charge ALLIED all direct and indirect costs incurred due to removing, handling, transporting and disposal of such Unacceptable Waste. Notwithstanding the foregoing, no notice shall be required by the SUPPLIER to ALLIED for the SUPPLIER to dispose of Unacceptable Waste as ALLIED's agent and at ALLIED's cost, in emergency



situations where, in the SUPPLIER's reasonable judgment, a delay in such disposal could constitute a hazard to the Landfill/Transfer Station or any person on, about or near the premises.

(c) **Definition of Unacceptable Waste.** For the purposes of this Contract, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill/Transfer Station, or because of its size, durability or composition cannot be disposed of at the Landfill/Transfer Station or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill/Transfer Station.

8. **Termination and Cancellation.** ALLIED may cancel this Contract at any time upon providing the SUPPLIER with 180 days advance written notice. At such time, SUPPLIER shall submit final invoices to ALLIED and ALLIED shall pay the SUPPLIER for all charges and fees for all Acceptable Waste delivered to the SUPPLIER's Landfill/Transfer Station. Thereafter neither party shall have any further obligation under this Contract other than for the provisions under Sections 9 and 10 of this Contract.

9. **Responsibilities for Employment Taxes, Personal Injuries and Damages.**

(a) Each party shall be responsible for all employment taxes for its respective employees.

(b) Each party shall be responsible for its own negligence or acts of willful misconduct.

(c) Except as expressly stated in these standard terms, no indemnification obligations shall exist between ALLIED and SUPPLIER.

10. **General.**

(a) **Independent Contractor.** Each Party shall perform their obligations under this Contract as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other Party.

(b) **Assignment; Binding Effect.** Neither Party may assign this Contract without the other Party's prior written consent, provided, however, that such consent shall not unreasonably be withheld; and provided further that either Party may, without the prior consent of the other Party, assign this Contract to a subsidiary of the assigning Party or its parent company, or to a successor-in-interest in the Party's business. This Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assignees.

(c) **Entire Agreement.** This Contract supersedes all prior agreements, written or oral, with respect to the subject matter of this Contract.

(d) **Severability.** If any one or more of the provisions contained in this Contract is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, and all other provisions shall remain in full force and effect.

(e) **Waiver.** No delay or omission by a Party in exercising any right under this Contract will operate as a waiver of that or any other right. A waiver or consent given by a Party on any occasion is effective only on that occasion and not any other.

(f) **Excusable Delays.** Neither Party hereto shall be liable for its failure to perform hereunder if performance is prevented by contingencies beyond its reasonable control, including, but not limited to, riots, war, fire, strikes, acts of God or changes in applicable law or regulations.

(f) **Governing Law, Waiver of Jury Trial; Attorneys' Fees.** This Contract shall be governed by the laws of the state where the work is to be performed except for its conflicts of laws rules. By execution and delivery of this Contract, each of the Parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Contract shall be decided by court trial without a jury. If any legal action or any other

proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Contract to be effective as of the date above.

BY: BFI Waste Services, LLC

McNulty  
Signature

12/20/07  
Date

PATRICK MCNUITY  
Printed Name

SUP  
Title

BY:

The City of Rome, Georgia

Ronald J. Wallace  
Signature

12-27-07  
Date

Ronald J. Wallace  
Printed Name

Mayor  
Title

BY: Floyd County, Georgia

Jerry Jennings  
Signature

12-27-07  
Date

Jerry Jennings  
Printed Name

Chairman, Board of Commissioners  
Title

**AGREEMENT FOR THE JOINT DEVELOPMENT  
AND  
OPERATION OF SOLID WASTE MANAGEMENT FACILITIES**

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of APRIL, 2005, between the Parties, Floyd County, Georgia, a political subdivision of the State of Georgia, hereafter called "the County", and The City of Rome, Georgia, a municipal corporation of the State of Georgia, hereafter referred to as "the City".

**WITNESSETH:**

WHEREAS, the joint development and operation of a municipal solid waste landfill and appurtenances are necessary to serve the needs of the City and the County in assuring the safe and efficient disposal of solid waste for their citizens; and

WHEREAS, the joint development and operation of other components of an integrated solid waste management system will benefit the citizens of the City and the County through the wise stewardship of resources and sound environmental practices; and

WHEREAS, a joint agreement between the City and the County executed in 1994 for similar purposes expired in November, 2004; and

WHEREAS, the parties desire to continue the undertaking to jointly provide certain solid waste management facilities and services to the citizens of the City of Rome and Floyd County;

**NOW, THEREFORE,**

In consideration of the premises, and of the mutual covenants hereinafter set forth, the City and the County agree as follows:

**Section 1 - Title of Agreement**

This agreement shall be known as the Joint Solid Waste Agreement of the City and the County.

**Section 2 - Definitions**

As used in this Agreement, the following terms and definitions shall apply:

- (a) "Berryhill" shall mean a facility located on the site of the Berryhill Municipal Solid Waste Landfill (now closed).
- (b) The "City Commission" shall mean the Rome City Commission.
- (c) The "County Commission" shall mean the Board of Commissioners of Floyd County, Georgia.

- (d) "Fiscal year" shall mean January 1 through December 31 of each year.
- (e) The "Joint Commission" shall mean the Rome-Floyd County Solid Waste Commission.
- (f) The "Recycling Center" shall mean the Rome-Floyd County Recycling Center.
- (g) "Recycling Center Agreement" shall mean that contract between the City and the County dated June 28, 1988, the term of which expires August 9, 2013, or any subsequent agreement concerning the funding and operation of the Recycling Center.
- (h) "Solid Waste Director" shall mean the Director of the Solid Waste Disposal and Processing Department of the City.
- (i) "The Landfill" shall mean the Walker Mountain Municipal Solid Waste Landfill and associated disposal sites and processing facilities located on Walker Mountain Road.
- (j) "Walker Mountain" shall mean a facility located on the property in, or around the Walker Mountain Municipal Solid Waste Landfill.
- (k) The definition of landfill related terms shall be as specified in O.C.G.A. Volume 10, Title 12; Chapter 8, Article 2, Part 1, entitled Georgia Comprehensive Solid Waste Management Act of 1990, as amended through 1994.

### **Section 3 – Term of Agreement**

The term of this Agreement shall officially begin on January 1, 2005. This Agreement shall extend for a term of fifty (50) years or, through renewals of this Agreement, until the post-closure care responsibilities described in Paragraph 6.3 for the several landfill disposal sites described in Section 5.1 are concluded. In the event that post-closure care responsibilities are still ongoing for any of such landfill disposal sites at the end of the initial fifty (50) year term, this Agreement shall automatically renew for up to ten (10) consecutive, five-year terms, unless one of the parties provides written notice to the other party at least one (1) year prior to the end of any existing term of that party's intent not to renew this Agreement. This Agreement may be terminated sooner by the mutual agreement of the parties hereto.

### **Section 4 - Joint Commission Established**

The City and the County do establish and create the Rome-Floyd County Solid Waste Commission, also known as the 'Joint Commission', as agent for the City and the County with the authority and responsibilities herein prescribed:

- 4.1 Membership: The decision-making body of the Joint Commission shall consist of four voting members: two members of the County Commission selected and appointed by the County Commission and two members of the City Commission selected and appointed by the City Commission. These members shall serve at the pleasure of their

respective appointing commission. The Joint Commission shall also include two non-voting, ex-officio members: the Floyd County Manager and the Rome City Manager.

- 4.2 Officers: The Joint Commission shall elect from among its members a Chair and Vice-Chair who shall serve a one-year term. The offices shall be filled by a voting member from the City and a voting member from the County. The office of Chair shall alternate annually between a voting member of the City and a voting member of the County.
- 4.3 Meetings: The Joint Commission shall meet monthly and at such other times as the Joint Commission shall determine for consultation and transaction of the Joint Commission's business. All meetings may be called by the Chair of the Joint Commission or by any two members of the Joint Commission in accordance with Title 50, Chapter 14 of the Georgia Code (O.C.G.A.). Minutes of all meetings will be kept. Meetings may be canceled only upon agreement of at least three (3) voting members. Notice of specially called meetings requires at least 48 hours notice to all members of the Joint Commission unless staff considers such a meeting an emergency.
- 4.4 Voting: No action shall be taken by the Joint Commission unless approved by three (3) present and voting members. If the City or the County shall fail to be represented by any voting member of the Joint Commission at two consecutive, regularly scheduled meetings of the Joint Commission when both voting members of the other party to the Joint Commission are present, then the Joint Commission members who are in attendance for the third consecutive, regularly scheduled meeting are hereby granted authority to conduct the business of the Joint Commission and make decisions by a simple majority vote, which shall be legally binding on both parties in accordance with the terms and conditions of this Agreement.
- 4.5 General Responsibilities: The Joint Commission is responsible for the development of plans and the conduct of activities necessary to secure governmental permits for the operation of a municipal sanitary landfill, a construction and demolition landfill, an inert landfill, and appurtenant facilities to serve the common needs of the City and the County. The Joint Commission shall conduct studies and evaluations as necessary to improve integrated solid waste management and shall make recommendations to the City Commission and County Commission based on said investigations.
- 4.6 Management Oversight: The Joint Commission shall provide management oversight of the Walker Mountain Landfill, which includes the operation of a municipal solid waste landfill, inert landfill, construction and demolition landfill, and recycling facilities. The Joint Commission shall be responsible for routine post-closure care activities at the closed disposal sites of the Berryhill Landfill and Walker Mountain Landfill.

The Joint Commission shall provide management oversight for operation of the Yard Waste Processing sites at Walker Mountain, on Vaughn Road, at Berryhill, and at other locations that may be subsequently established.

The Joint Commission shall also provide management oversight for Recycling Center operations in accordance with the provisions of the Recycling Center Agreement.

- 4.7 Planning: The Joint Commission shall formulate developmental plans, including engineering, construction and financing plans, for the construction and use of integrated solid waste management facilities. The Joint Commission shall establish, review, update and implement plans and procedures for such orderly additions and improvements to facilities as are necessary to carry out the purposes of the Agreement.
- 4.8 Reporting: The Joint Commission shall prepare a monthly financial report which summarizes financial conditions of the enterprise fund(s), a monthly operating report presenting the amount of waste/material handled from the City, County, and private haulers, and other information relevant for the Joint Commission to monitor and manage its affairs for the Landfill and Recycling Center.
- 4.9 Permitting: The Joint Commission shall apply for and hold the necessary state permits, to be issued in the name of the Rome-Floyd County Solid Waste Commission.
- 4.10 Budgeting and Financial Development: The Joint Commission shall recommend an annual budget by November 1 of each year to the City Commission and County Commission. The City Commission and the County Commission shall approve an annual budget by December 1 of each year. An amended budget may be submitted from time to time to the City Commission and County Commission for approval. The Joint Commission shall establish rate schedules for fees and material buy-back associated with the use of solid waste management facilities subject to this Agreement.
- 4.11 Contracting: The Joint Commission shall review and make recommendations to the City Commission and County Commission concerning any necessary contracts the Joint Commission deems necessary for the planning, design, construction, maintenance, or other responsibilities described herein.
- 4.12 Limitations: The following specific actions by the Joint Commission require prior approval by the parties to this Agreement:
- (a) Contracting with any party, other than the City or County for the development, construction, or operation of any Joint Commission facility.
  - (b) Accepting solid waste for disposal at the Landfill from a source which is located outside of the boundary of Floyd County.
- 4.13 Other: To undertake such other responsibilities as shall be agreed upon from time to time by the parties to this Agreement.

## **Section 5 - Solid Waste Management Facilities**

- 5.1 Disposal Facilities: Landfill disposal facilities shall be developed and operated at the Walker Mountain Landfill in accordance with approved Design and Operational Plans (D&O Plans), as approved by the Georgia Environmental Protection Division (EPD). The landfill disposal facilities shall consist of the municipal solid waste (MSW)

disposal site, the construction and demolition (C&D) disposal site, and the inert disposal site. The MSW facility includes those areas known as Phases 4-9 of the approved D&O Plan. The C&D facility includes those areas known as Phase 1 and Phase 2 of the approved D&O Plan. All facilities shall include components such as leachate collection and transmission facilities; erosion and sedimentation control facilities; and other facilities necessary for the proper operation of the respective disposal site.

- 5.2 Yard Waste Facilities: Yard waste processing and disposal facilities shall be developed and operated at Walker Mountain, Berryhill, Vaughn Road, and at other sites that may be approved from time to time. The Joint Commission shall assume full responsibility for the cost of operation, maintenance, and repairs of such facilities and improvements such that they remain in good working order.
- 5.3 Leased Facilities: The City shall lease to the Joint Commission existing land, facilities and improvements at the Walker Mountain Landfill which are not owned jointly by the City and the County but which are essential to the operation of the landfill for its use for solid waste management purposes. Such land, facilities and improvements include all those located on that area in which buildings, utilities, roads and other paved areas, and developmental buffers as may be required for the various facilities, operations or services specified in this Joint Agreement are located. The Joint Commission shall assume full responsibility for the cost of operation, maintenance, and repairs of such leased land, facilities and improvements such that they remain in good working order. The lease shall be substantially in the form shown in Exhibit A and shall be amended as necessary to conform to the requirements of this Agreement. Said lease shall be executed within 60 days of the execution of this Agreement. In future transactions, the County will not be charged for any improvements made after 1994 through the enterprise fund set forth in Paragraph 7.2 of this Agreement or Section 6.1 of the previous agreement between the City and County.
- 5.4 County Property Purchase: The City shall deed to the County an undivided, one-half interest in the following described land:
- (a) that land which constitutes Phases 7-9 of the Landfill (35 acres); and
  - (b) that land which constitutes Phases 1 and 2 of the C&D disposal site (29 acres); and
  - (c) that land which constitutes the inert disposal site (9 acres).

Payment to the City for said purchase of the above reference of 73 acres shall be at a price of \$8,000 per acre. Payments to the City will be made from the Solid Waste Commission fund in the amount of \$29,200 per year for 20 years. The annual payment will begin in 2005. The City of Rome agrees not to charge more than \$10,000 per acre for any transfer of property currently owned by the City of Rome in or adjacent to Walker Mountain Road Landfill to Floyd County, and any such payment will be made from the Solid Waste Commission Fund unless otherwise approved by both parties.

## **Section 6 - Operational Responsibilities**

- 6.1 Landfill Facility Staffing: The management and operation of the Walker Mountain Landfill and yard waste processing facilities shall be the responsibility of the City. Under the direction of the City's Public Works Director, the Director of the Solid Waste Disposal and Processing Department of the City is the chief staff official in charge of personnel and operations at the Landfill and yard waste facilities. All personnel employed at the Walker Mountain Landfill shall be City employees. The personnel rules and regulations of the City shall apply to all Department personnel. The City shall also provide administrative support services that are incidental to the function of the Solid Waste Disposal and Processing Department. These administrative support services are provided by the City through their Human Resources Department, Purchasing Department, Finance Department, City Clerk's Office, and Information Technology Department.
- 6.2 Closed Landfill Facilities: The Joint Commission shall be responsible for the routine post-closure care of the closed landfill disposal sites on Berryhill Road and at the Walker Mountain Landfill, according to plans approved by the Georgia Environmental Protection Division, and shall include the costs of such activities in the annual budget specified in paragraph 4.10. The respective site owner (i.e. the County or the City) shall be solely responsible for any costs or activities necessitated by the detection of methane gas, groundwater or surface water contaminants, or other pollutants in excess of allowable regulatory limits. Such activities may include non-routine monitoring, plans for corrective action, remediation, and other activities. The City and County may contract with the Joint Commission to perform such activities.
- 6.3 Closure and Post-Closure Care for Currently Operated Landfills: The Joint Commission shall be responsible for the closure and post closure care of the MSW landfill, C&D landfill, and inert waste disposal sites at the Walker Mountain Landfill according to plans approved by the Georgia Environmental Protection Division.
- 6.4 Records: The records of the Solid Waste Disposal and Processing Department will be open for examination by either party, and the following reports will be made regularly:
- (a) a monthly budget report (presented to the Joint Commission);
  - (b) a monthly general activity report;
  - (c) an annual report, or audit; and
  - (d) special reports as may be reasonably requested by the Joint Commission.
- 6.5 Annual Budget: The City's Public Works Director and Solid Waste Director shall perform the annual budget process in a timely fashion with guidance from the Joint Commission. The Solid Waste Director shall submit his annual budget proposal to the Joint Commission no later than October 1 of each year. The Joint Commission shall



review the budget proposal and make a final recommendation for the annual budget to the City Commission and County Commission no later than November 1 of each year.

- 6.6 Budget Adoption: The City Commission and County Commission shall adopt the annual budget for the Solid Waste Disposal and Processing Department no later than January 1 of each year, and provide copies of the adopted budget to the Joint Commission.

## **Section 7 - Solid Waste Commission Fund**

- 7.1 Purpose: For the purpose of providing the financial resources for solid waste management facilities and services as prescribed in this Joint Agreement, the City shall establish the Solid Waste Commission Fund, which shall consist of:
- (a) all sums contained in the City's Solid Waste Commission Fund as it exists on December 31, 2004 as established by the audit for Fiscal Year 2004;
  - (b) revenues from the Landfill fees, interest and other earnings from the Solid Waste Commission Fund, grants and other income received by the Joint Commission;
  - (c) the restricted funds for capital improvements and landfill development, capital equipment, landfill closure, and landfill post-closure care.
- 7.2 Enterprise Fund: The Solid Waste Commission Fund shall be an enterprise fund which shall account for the full cost of operating the solid waste management facilities governed by this Agreement. The full cost shall include the annual operating and maintenance costs, reserve funds for closure and post-closure care costs, equipment depreciation, lease obligations, reserve funds for capital improvements and purchases, and other costs determined to be attributable to the solid waste management facilities under the authority of the Joint Commission.
- 7.3 Financial Development Plan: During the Term of this Agreement, the Joint Commission shall maintain a five-year Financial Development Plan. The Plan shall include projections for revenues including, but not limited to, fees, grants, and loans. The Plan shall include projections for expenses including, but not limited to, normal operation and maintenance costs, capital equipment purchases, capital depreciation, capital improvements, costs for phased development of landfill facilities, and reserved funds for landfill closure and post-closure care.

The Financial Development Plan for the first five years of the Term of this Agreement shall include a schedule for repayment to the City and County of the initial \$100,000 contributed by each party to establish a Fund balance under the Agreement for Joint Development of Integrated Solid Waste Management Facilities of 1994.

7.4 Restricted Reserve Accounts: There shall be established within the Solid Waste Commission Fund restricted, reserve accounts to accrue funds in accordance with the Financial Development Plan, and specified as follows:

- (a) A Landfill Development account shall be for the design and construction of Phases 7-9 of the municipal solid waste landfill, and Phase 2 of the construction and demolition disposal site;
- (b) A Post-Closure Care restricted account shall be for those costs associated with Phases 1-3 and Phases 4-9 of the municipal solid waste landfill at Walker Mountain, the construction and demolition landfill at Walker Mountain, and the closed Berry Hill Landfill;
- (c) A Landfill Closure restricted account shall be for Phases 4-9 of the municipal solid waste landfill at Walker Mountain, and the construction and demolition landfill at Walker Mountain; and
- (d) A Capital Equipment account shall be for new and replacement equipment necessary to operate the solid waste management facilities in accordance with the Financial Development Plan and approved annual budget.

7.5 Rate Schedules: The Joint Commission shall establish the rate schedules for all fees or material buy-back associated with the solid waste management facilities governed by this Agreement. Rate schedules shall be structured to generate sufficient revenues to fund the operation of solid waste management facilities in accordance with the Financial Development Plan and approved annual budget, plus a reserve deemed sufficient by the Joint Commission for unanticipated expenditures.

7.6 User Fees: Each user of the landfill shall be charged a fee according to the established rate schedule prescribed in paragraph 7.5.

7.7 Revenue Sources and Cash Flow: In addition to user fees, the Solid Waste Commission Fund shall account for any other sources of revenue, including, but not limited to, grants, loans, general obligation bonds, special purpose local option sales tax, or other fund sources.

If the Solid Waste Commission Fund experiences a cash deficit at any time, said deficit shall be assessed equally to the City and the County. Said assessment to the County shall be paid from the County's Solid Waste Fund.

7.8 Landfill Administrative Support Reimbursement: The City shall be reimbursed for providing administrative support services, as described in Paragraph 6.1. Said cost on an annual basis shall be equal to two percent (2%) of the approved budget for operation and maintenance expenses for the Solid Waste Disposal and Processing Department, unless otherwise specified in said annual budget.

- 7.9 Landfill Force Account Reimbursements: The City and County shall be paid the actual cost of services they provide for the Landfill that are not provided by the Solid Waste Disposal and Processing Department of the City or by the administrative support services described in Paragraph 6.1. Costs specifically excluded from this provision are those associated with the City Manager's Office, the County Manager's Office, and the Public Works Directors of the City and the County.
- 7.10 Recycling Center Administrative Support Reimbursement: The County shall provide administrative support services that are incidental to the function of the Recycling Center. These administrative support services are provided by the County through their Human Resources Department, Purchasing Department, Finance Department, County Clerk's Office, and Information Technology Department. The County shall be reimbursed for providing these administrative support services in the operation of the Recycling Center. Said cost on an annual basis shall be equal to two percent (2%) of the approved budget for operation and maintenance expenses for the Recycling Center, unless otherwise specified in said annual budget.
- 7.11 Recycling Center Force Account Reimbursements: The City and the County shall be paid the actual cost of services they provide for the Recycling Center that are not provided by the Rome-Floyd Recycling Center. Costs specifically excluded from this provision are those associated with the County Manager's Office, the City Manager's Office, and the Public Works Directors of the County and the City.
- 7.12 Excess Fund Balance: From time to time as the parties may mutually agree, or upon termination of this Joint Agreement or at the end of its natural Term, any unrestricted fund balance in excess of the amount that may be reasonably necessary for its intended purpose shall be distributed to the City and the County in equal parts.

## **Section 8 - Default and Termination**

- 8.1 Events of Default: Each of the following shall constitute an event of default by either party to this Agreement:
- (a) Either party to this Agreement fails to pay promptly any of its financial obligations under the terms and conditions of this agreement when such financial obligations shall become due and payable, and such default continues for a period of 90 days after the receipt of notice from the other party of such non-payment.
  - (b) Either party to this Agreement fails to keep, perform or observe any other material term, covenant or condition of this Agreement, and such default continues for a period of 30 days after the receipt of written notice from the other party of such failure.
- 8.2 Termination: This agreement may be terminated by any one or more of the following:
- (a) An event of default, as documented and confirmed by written notice to the party in default by the other party to this Agreement.

- (b) Termination may be effected by governmental action, act of God, war or other catastrophe beyond the control of either party.
- (c) Either party may terminate this contract, provided that said party has given written notice of their intent to terminate no less than one (1) year in advance.
- (d) The party electing to terminate shall pay any unemployment compensation due to the employee layoff that may come as a result of the Agreement being terminated.
- (e) Upon termination, the restricted funds for landfill post-closure and landfill closure shall be divided between the parties in the same proportion as the funds are allocated to their respectively owned facilities according to the most recent annual report, or audit.

### **Section 9 - Other**

- 9.1 Flow Control: All solid waste, except inert material and yard waste, which the City and County may collect, directly or by means of a contract, shall be delivered to a facility provided under this agreement, if available.
- 9.2 Natural Catastrophe: In the event of a natural catastrophe (tornado, flood, fire, etc.) the Joint Commission may establish temporary operational, administrative, or financial procedures that are in the best interest of the citizens of the City and County. Such temporary procedures shall be terminated promptly when the impact of the catastrophe has ended. The City and County shall be promptly notified of the nature of the temporary procedures and the date of their termination.
- 9.3 Inmates: The County shall allocate inmates at no cost to the Landfill through the Floyd County Prison. The allocation shall be on a daily basis, Monday through Friday, during those hours when inmates are normally available for assignment. The allocation shall be no less than eight (8) inmates for each BCOT certified guard on duty at the Landfill. Inmates shall be allocated as prescribed herein, except at those time when guard access to the Prison is denied by the Warden for security reasons.
- 9.4 City Manager: The City Manager is the chief executive officer responsible for the City's performance of this Joint Agreement and for the services provided by the Solid Waste Disposal and Processing Department. In addition, the City Manager is the officer designated to receive all reports, notices, and correspondence, and to conduct all official transactions on behalf of the City.
- 9.5 County Manager: The County Manager is the chief executive officer responsible for the County's performance of this Joint Agreement and for the services provided by the Recycling Center. In addition, the County Manager shall be the officer designated to receive all reports, notices, and correspondence, and to conduct official transactions on behalf of the County.

### **Section 10 - Amendments**

This agreement cannot be amended, modified, changed, or discharged, except in writing signed by the parties of this Agreement upon proper authority.

### **Section 11 - Execution**

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

### **Section 12 - Severability**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom and (d) if allowed under applicable law and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

### **Section 13 - Insurance**

The City shall obtain insurance coverage with respect to the services and operations as provided for in this agreement by the City. The premiums for such insurance coverage shall be paid for out of the Solid Waste Commission Fund. Such insurance shall include:

- (a) Workers' Compensation
- (b) Employer's liability
- (c) Public liability (personal injury and death)
- (d) Public liability (property damage)
- (e) Automobile liability (personal injury and death)
- (f) Automobile liability (property damage)
- (g) Public officials' liability
- (h) Fire and casualty
- (i) Contractual coverage (for the within indemnification)

In the event of any claim or litigation against one or both of the parties or their respective officials arising out of the services and operations as provided for in this agreement by the City, the parties shall cooperate and mutually support each other in the vigorous defense of such claim or action.

**Section 14 - Indemnification**

During the term of this Agreement, the City agrees to defend, indemnify and hold harmless the County and its officers, elected officials, agents, and employees from any and all liability, loss, demands, suits, actions and claims, including reasonable costs and attorney's fees which result from or arise out of the services and operations as provided for in this agreement by the City. In the event the City becomes obligated or is otherwise notified or called upon to defend or indemnify the County, the City may elect, in its sole discretion, to assume and control the defense of any such claim, charge, or action. If such election is made, the City shall select counsel to represent the County from an AV rated law firm, as established by Martindale-Hubbell, with appropriate litigation experience. Notwithstanding anything herein to the contrary, the City shall not be obligated to indemnify the County for any claim challenging the legality or constitutionality of a County ordinance.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

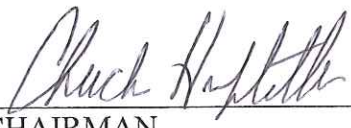
THE CITY OF ROME, GEORGIA

BY:  (SEAL)  
MAYOR

ATTEST:

  
CITY CLERK

FLOYD COUNTY, GEORGIA

BY:  (SEAL)  
CHAIRMAN,  
BOARD OF COMMISSIONERS

ATTEST:

  
COUNTY CLERK

EXHIBIT A

FACILITIES LEASE AGREEMENT

This Lease Agreement is made by and between the City of Rome, Georgia, hereinafter referred to as "Lessor" and Rome-Floyd County Solid Waste Commission a/k/a Joint Commission hereinafter referred to as "Lessee" for operation of solid waste management facilities at the Walker Mountain Landfill located in Floyd County, Georgia.

Lease Term: Lessor leases to Lessee facilities and improvements at the Walker Mountain Landfill commencing January 1, 2005 and coinciding with the Term of the Agreement for the Joint Development and Operation of Solid Waste Management Facilities unless terminated by mutual consent.

Lease Property: The lease property incorporates that land, along with those facilities and associated improvements, essential to the operation of the landfill. Said facilities and improvements to be leased include the entrance facilities, access roads, scales, scale house, existing garage and maintenance buildings, sediment ponds, yard waste collection site, on-site borrow areas, fencing, signs, drainage structures, and other appurtenances. The properties are leased to fulfill the expressed purposes of the Joint Solid Waste Agreement. All other rights, privileges, or authority with respect to the lease property shall be retained by the City. This lease does not include undeveloped property owned by the City which surrounds the area.

Terms of compensation: Compensation to Lessor by Lessee for use of said property shall be \$100.00 per month.

IN WITNESS WHEREOF, the parties have executed this Agreement, at Rome, Floyd County, Georgia, this 18<sup>th</sup> day of APRIL, 2005.

[Signature]  
LESSOR

[Signature]  
WITNESS

Sworn to and subscribed before me  
This 18<sup>th</sup> day of APRIL, 2005

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 3-7-2008

[Signature]  
LESSEE

[Signature]  
WITNESS

Sworn to and subscribed before me  
This 25<sup>th</sup> day of April, 2005.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 8-21-2007



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Street Lighting**

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.): **City of Rome, City of Cave Spring, Floyd County**

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

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

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

**No**

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

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



**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Floyd County	Special Service District Revenues
City of Rome	General Fund
City of Cave Spring	General Fund

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

None provided.

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>

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Street Paving**

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.):**Floyd County will provide paving services for the unincorporated area. The County will further provide equipment and labor for City of Rome and City of Cave Spring paving projects as outlined by the 1999 HB489 agreements, and the cities pay for paving materials.**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<i><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
Floyd County	General Fund
City of Rome	General Fund
City of Cave Spring	General Fund

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

None provided.

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

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></i>
Rome Floyd HB489 Agreemt.	City of Rome / Floyd County	09/24/1999
Rome Cave Spring HB489 Ag.	Cave Spring / Floyd County	10/08/1999

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**HOUSE BILL 489 AGREEMENT**  
**Floyd County and City of Cave Spring, Georgia**  
October 8, 1999

**ROADS** - The County will continue to provide labor and equipment for City LARP paving and will agree to provide labor and equipment to pave up to a total of 1 mile of city streets (including LARP mileage) on an annual basis. Additionally, the County will agree to provide roadway surface maintenance (ie. pothole patching and utility cut repairs) along with shoulder maintenance (ie. grass cutting and filling in ruts along edge of pavement) on the following city streets: Cemetary Road, Old Highway 100, Padlock Mountain Road and Mill Street.

**Police** - The County will agree to include routine patrol of all City owned parks as they travel through Cave Spring. The County will continue to assist the Cave Spring Police Department on special events and projects including investigative work when requested.

**Fire Service** - The County will agree to continue funding the Cave Spring Fire Department for the next five years in the amount of \$67,500 or 55% of the total operating expenses (as audited annually), whichever is more.. Additionally, the County will agree to pay 75% of the actual cost, not to exceed \$26,250, to purchase a new Rescue Truck for the Cave Spring Fire Department.

**Water Service Area** - The water service areas to be served by Cave Spring and Floyd County have been agreed to and will be highlighted on a map to be made part of the official HB489 agreement. Basically, the City of Cave Spring will service all areas of the County inside a boundary line formed by Big Cedar Creek.

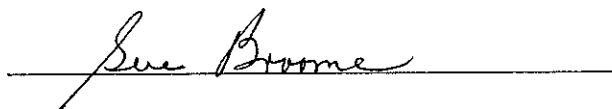
**Water Rates** - The City of Cave Spring has completed a water rate study by a professional engineer showing the rate differential of two(2) times the in-city rate being justified for city customers in the unincorporated area of the County. As part of this agreement, the City will agree to have another rate study made by an outside consultant in 2002 to analyze water rates and the unincorporated rate differential.



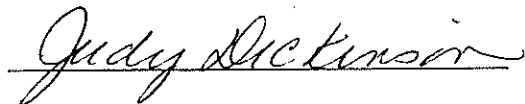
Chairman, Floyd County Board of Commissioners



Mayor, City of Cave Spring



Clerk, Floyd County Board of Commissioners



Clerk, City of Cave Spring

# HOUSE BILL 489 AGREEMENT

September 24, 1999

Floyd County and City of Rome  
Georgia

ANIMAL CONTROL – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002.

E-911/EMERGENCY MANAGEMENT – County to assume full financial responsibility in FY 2003. City to provide \$75,000 in funding in FY 2000, \$50,000 in FY 2001 and \$25,000 in FY 2002 or 50% of City/County contribution whichever is less.

LIBRARY – County to assume full financial responsibility in FY 2004. City to provide funding in FY 2000 – FY 2003 per existing agreement.

SOLID WASTE – For the unincorporated, County agrees to implement a pay-as-you-throw program by January, 2001 to remove all solid waste collection and disposal costs from General Fund expenditures.

PRISION – No duplication of service exist. If and when new prison is built, the City of Rome Sewer Department will get two 6 to 8-man crews to maintain sewer easements in the city and county. The county will continue to provide prison crews to city for the cost of the guard.

ROADS – The county will provide the labor and equipment only for City LARP paving and other related state-aid paving for up to 12 miles each year (4 miles in 2000, 8 miles in 2001, 12 miles in 2002). The City will be responsible for preparing the road for paving and striping and building shoulders after paving is complete.

POLICE – County will provide necessary policing for all Forum events for exterior security and traffic control. County police will include all public parks in their routine patrol in and out of town including Ridgeferry Park, Riverside Park, Summerville Park, Parks Hoke, Crane Street, North Rome, Division Street and Barron Stadium.

SPLOST – The County will continue to allow the City to include city-requested projects in future SPLOST packages.

Tax Collection – The City of Rome has agreed to contract with the County and Tax Commissioner for Ad Valorem Tax collection beginning in 2000. Draft agreements are being reviewed.

Community Development – The City of Rome and Floyd County have agreed in principle to combine Community Development and County Engineering with Rome/Floyd County Planning Commission, Building Inspection, Clean Community, Downtown Development Authority, Historic Preservation and River Development. The operation will be managed by the City similar to existing Building Inspection agreement.

## WATER AND SEWER

### STRUCTURE/SERVICE AREA

Sewer – Since the County does not provide sewer service and formalized an agreement with the City of Rome in 1988 for Rome to provide sewer to the unincorporated area, no conflict exists for the present or future service area for sewer. Cave Spring maintains a sewer system inside the city limits of Cave Spring.

Water – The City of Rome, Cave Spring and Floyd County will continue to maintain separate water systems for the service areas as shown on a map dated September 24, 1999.

Presently, no water service lines parallel each other for any of the Cave Spring, Rome or Floyd County systems. Several areas are contiguous to the City of Rome that are not served by the City or County water systems and a reasonable delineation of these areas for future service has been made. Two specific areas the City will serve with the City water system will be U.S. 411 East towards Bartow County and the Wilkerson Road – lower Mount Alto area.

In addition, the County will take 66 City water customers in the Wayside Road area and the City will take 124 County customers in the Mt. Alto area effective January 1, 2000.

The Rome/Cave Spring/Floyd County Water Commission will be formed to discuss and study issues related to water supply, water distribution, and sewer service for each city and the unincorporated area. The Commission will include two commissioners from each body. A comprehensive study of water supply will be initiated as soon as possible.

All water and sewer extensions will be done in compliance with the Comprehensive Plan.

### RATES

#### Sewer Rates

The 1999 study performed by Black and Veatch indicated that a sewer rate at two times the in-city rate was not arbitrary and actually showed a rate differential of 2.017 for the unincorporated area was justified. The rate differential of 2.00 will be left in place for sewer. The City of Rome would also point out that the franchise agreement between the City of Rome and Floyd County for sewer service in the unincorporated area specifically addressed allowing the City to increase sewer rates. These rates were to be increased and made consistent with the double rate structure in other parts of the county at the time the City purchased the Floyd County sewer system.

### Water Rates in Unincorporated Area

In the case of City water in the unincorporated area, the calculated rate differential was 1.148. For those areas in the unincorporated area on the city water system, the water rate will be adjusted to be the same as the county water system rate or 1.5 times the in-city rate, whichever is less. This new rate structure will be implemented on July 1, 2000. The rate for unincorporated area City water customers will reduce to 1.25 times the in-City rate or be the same as the County water system rate, whichever is less, on July 1, 2001. The ratio between the county water system rate and the city rate will be based on the monthly cost for a customer using 7,500 gallons per month.

In addition water rates in the areas of Horseleg Estates, Garden Lakes, Sherwood Forrest and Riverside (Celanese) as shown on map will be charged the same rate as city customers in the same geographic area after July 1, 2001. This price will not exceed 1.15 the normal city rate.

### Wholesale Rate To County System

Under the current agreement, which expires December 31, 1999, the City of Rome sells water to Floyd County for 35% less than the in-city rate, provided the County purchases a minimum of 750,000 gallons per day on a monthly average. The majority of the wholesale water is purchased at three locations – U.S. 27 North, Featherston Road and Highway 53. The County is connected and metered at seven other locations.

Tie Points between the City and County systems should be provided to give both the City and County systems access to all sources of water supply for emergency use countywide.

The City guarantees to provide water of sufficient quantity and quality to supply the County water system needs unless an emergency or an unforeseen event prevents such service. If an emergency or unforeseen event occurs, the City will treat the County connection the same as all other customers. At locations where the City purchases water from the County, the County agrees to charge the City the same rate as the City charges the County for finished water except for the meter at Stonebridge Drive on the Old Summerville Road where a 10% transport fee will be added. The County guarantees to purchase a minimum of 750,000 gpd unless an emergency or an unforeseen event occurs.

The wholesale rate structure is as follows:

Less than 1,000,000 gpd (monthly average)	in-city rate
Over 1,000,000 gpd but less than 1,500,000 gpd	25% discount from in-city rate
Over 1,500,000 gpd	30% discount from in-city rate

Once an agreement for H.B. 489 is reached, the City guarantees not to increase the base wholesale rate before January 1, 2002. The new discounts will take effect on January 1, 2000.

Rate Study

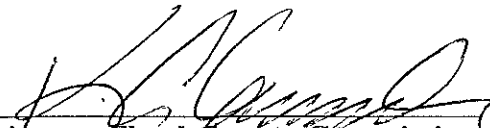
The City will have a rate study made by an outside consultant in 2003 to analyze water and sewer rates and the unincorporated rate differential.

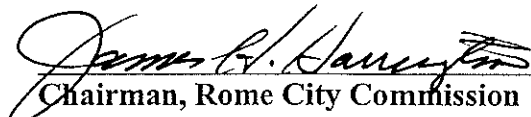
OTHER

The potential use of Special Purpose Local Option Sales Tax (SPLOST) for water and sewer projects is important for future upgrades and expansions of the water and sewer systems, especially from an economic development standpoint. The County agrees to include and support water and sewer projects in future referendums.

CONCLUSION

A joint City/County Commission will be established to oversee all joint operations and agreements. This joint commission should also explore other possibilities of joint efforts including consolidation of the governments. At least two Floyd County and two Rome City Commissioners should serve on the joint commission. The City and County Managers would be exofficio non-voting members of the committee and would instruct other staff to attend the meeting as needed.

  
Chairman, Floyd County Commission

  
Chairman, Rome City Commission

  
Clerk, Floyd County Commission

  
Clerk, Rome City Commission





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Tax Collection**

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.):**Floyd County Tax Commissioner provides tax collection services for Floyd County for County M&O, special service districts, and County school taxes. The Floyd County Tax Commissioner also provides tax collection services for the City of Rome M&O, special districts, and the City School System. The State of Georgia collects Sales Taxes and Franchise Taxes and remits them to Floyd County, the City of Rome, and the City of Cave Spring.**

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

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

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

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	General Fund
City of Rome	General Fund

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Tax Service Agreement	City of Rome / Floyd County/ Tax Commissioner	01/01/2010 - 12/31/2019
Tax Matters Resolution	Floyd County	01/13/2009 - Annually
LOST Agreement	City of Rome/Cave Spring/Floyd County	12/09/2002 - 12/09/2012

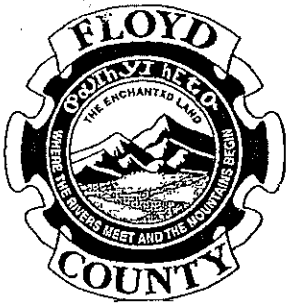
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/23/10

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:



# FLOYD COUNTY, GEORGIA

## OFFICE OF THE COUNTY MANAGER

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**7002 0460 0001 2157 2481**

### BOARD OF COMMISSIONERS

GARRY FRICKS  
CHAIRMAN

JERRY JENNINGS, Ph.D.  
VICE-CHAIRMAN

CHUCK HUFSTETLER

TIM MAHANAY

JOHN MAYES

### DEPARTMENTS

KEVIN POE  
COUNTY MANAGER

SAMMY RICH  
ASSISTANT COUNTY MANAGER

MICHELE FOUNTAIN  
CLERK, BOARD OF COMMISSIONERS

WADE C. HOYT, III  
COUNTY ATTORNEY

DR. MARC WALL  
CLINIC PHYSICIAN

MIKE MATHEWS  
MANAGER, AIRPORT

PHILIP MOORE  
CHIEF, ANIMAL CONTROL

DARRELL WHEELER  
DIRECTOR, COMMUNITY DEVELOPMENT

LADELL JACOBS  
MANAGER, DATA PROCESSING

EVON BILLUPS  
CHIEF CLERK, ELECTIONS & REGISTRATION

HUGH ATKINS  
DIRECTOR, EMERGENCY MANAGEMENT

JOHN MAYS  
MANAGER, FACILITIES MANAGEMENT

AL LEONARD  
COMPTROLLER, FINANCE

LARRY JOHNSON  
DIRECTOR, HUMAN RESOURCES

JIM FREE  
CHIEF OF POLICE

ANNE BRINKLEY  
WARDEN, COUNTY PRISON

NANCY LAM  
DIRECTOR, PURCHASING

BILL MCWHORTER  
TAX ASSESSOR

STEVE HULSEY  
UTILITIES ADMINISTRATOR, WATER

December 12, 2002

Mr. Phillip M. Embry, Director  
Georgia Department of Revenue  
Sales & Use Tax Division  
1800 Century Center Blvd., Suite 8214  
Atlanta, GA 30345

**RE: Local Option Sales Tax (LOST) Certificate of Distribution**

Dear Mr. Embry:

Enclosed is a new Certificate of Distribution for the proceeds of the Local Option Sales Tax (LOST) generated in Floyd County. This certificate has been renegotiated as required by law and executed by the governing authorities of Floyd County, the City of Rome and the City of Cave Spring, which represent both of the municipalities located within Floyd County.

If you have any questions regarding this information, please do not hesitate to contact me.

Sincerely,

Kevin Poe  
County Manager

kma

enclosure

c: Floyd County Board of Commissioners  
✓ John Bennett, City Manager - City of Rome  
Mayor Frank Scalf, City of Cave Spring

**RECEIVED**

DEC 13 2002

CITY MANAGER



**CERTIFICATE OF DISTRIBUTION**

**TO: State Revenue Commissioner**

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Floyd County hereby certify that the proceeds of the Joint County and Municipal Sales and Use tax generated in such district shall be distributed by the State Revenue Commissioner as follows for the distributions occurring after January 1, 2003 and ending December 31, 2005:

City of <u>Rome</u>	shall receive	<u>41.7</u>	%
City of <u>Cave Spring</u>	shall receive	<u>1.8</u>	%
City of _____	shall receive	_____	%
County of <u>Floyd</u>	shall receive	<u>56.5</u>	%

For the distributions occurring after January 1, 2006 and ends at such time as a new certificate shall be executed as provided in said Act:

City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
County of _____	shall receive	_____	%

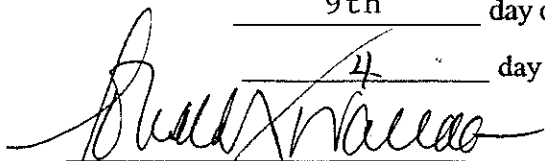
This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.


By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 26 day of November 2002, Floyd County Board of Commissioners

9th day of December 2002, Rome City Commission

4 day of December 2002, City of Cave Spring

  
 \_\_\_\_\_  
 Chairman City of Rome Commission

  
 \_\_\_\_\_  
 Mayor, City of Cave Spring

  
 \_\_\_\_\_  
 Chairman Floyd County Board of Commissioners

## Local Option Sales Tax Agreement November 26, 2002

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Floyd County, Cave Spring and the City of Rome agree to distribute the Local Option Sales Tax (LOST) after 2002 as shown in the attached table. The renegotiated certificate, which shall be filed with the State Revenue Commission on or before December 31, 2002 in accordance with the act, shall specify that Floyd County shall receive 56.5% of LOST revenue, Cave Spring shall receive 1.8% of LOST revenue and the City of Rome shall receive 41.7% of LOST revenues. In 2002 and 2003, the amount of the funds for the City of Rome will be adjusted in accordance with the Local Option Sales Tax Agreement dated June 20, 1995. In 2004, the June 20, 1995 agreement will expire. During 2004, the percentage split will be renegotiated between all parties based on the status of consolidation of government's discussions and any service delivery consolidation. The negotiations shall take place and be governed by the laws in existence at the time the current 2002 Local Option Sales Tax agreement was approved by Floyd County, the City of Rome and the City of Cave Spring. Floyd County agrees to support Cave Spring's request for funds for sewer upgrades (waste treatment plant renovations) in any Special Purpose Local Option Sales Tax (SPLOST) vote, and if not successful, Floyd County will work with Cave Spring to explore what options are available to fund the sewer upgrades (i.e. % of LOST, low interest loan, state/regional/federal funding). Floyd County, Cave Spring and the City of Rome agree to participate in appointing a Consolidation Study Task Force to analyze and make recommendations for City and County operations that could lead to consolidation of certain services or total consolidation. For the purpose of appointing the Consolidation Study Task Force, the Joint Services Committee will be expanded by inviting two members from Cave Spring and each school board to join the committee. The expanded committee will then select a group of citizens to work with them, which will complete the membership of the Consolidation Study Task Force. The Task Force will be charged to gather information on the three consolidated governments that exist in Georgia and to study the benefits and cost of merging the governments and to devise a draft form of government for all entities with a goal of putting that draft before the voters as early as November 2004.

Floyd County

By: 

Attest: 

Clerk

City of Rome

By: 

Attest: 

Clerk

City of Cave Spring

By: 

Attest: 

Clerk

## LOST Proposal

August 29, 2002

As discussed at meeting 8/28/02  
Cave Spring, Rome, Floyd County

	Existing	2003	2004 <sup>1</sup>
County	56.5% \$7,858,513	56.5% \$8,094,269	56.5% \$8,337,096
Rome	41.7% <sup>2</sup> \$5,800,000	41.7% <sup>2</sup> \$5,974,000	41.7% \$6,153,220
Cave Spring	1.8% \$250,360	1.8% \$257,870	1.8% <sup>3</sup> \$265,607
<b>TOTAL</b>	<b>\$13,908,873</b>	<b>\$14,326,139</b>	<b>\$14,755,923</b>

- 2003 would become the "Base Year".
- <sup>1</sup>Percentage split will remain the same as existing through 2004. During 2004 the percentage split will be renegotiated between all parties based on status of consolidation of governments discussions and any service delivery consolidations.
- <sup>2</sup>The amount of funds for the City of Rome will be adjusted in accordance with the Local Option Sales Tax Agreement dated June 20, 1995.
- <sup>3</sup>The County agrees to support Cave Spring's request for funds for sewer upgrades in Cave Spring in any SPLOST vote or renegotiate the Cave Spring share up to 2.0%.
- Dollar amounts indicate a 3% annual increase.

**CITY OF CAVE SPRING, GEORGIA**  
**A RESOLUTION**  
**FOR LOCAL OPTION SALES TAX DISTRIBUTION**

WHEREAS, the City of Cave Spring desires to continue to receive a share of the LOST Tax; and

WHEREAS, the committee appointed by Floyd County, Rome and Cave Spring have held numerous meetings; and

WHEREAS, the committee has made a recommendation as to the distribution rate;

NOW, THEREFORE, the City of Cave Spring does adopt the within Resolution.

That Floyd County, Cave Spring and the City of Rome agree to distribute the Local Option Sales Tax (LOST) after 2002 as shown in the attached table. The renegotiated certificate, which shall be filed with the State Revenue Commission on or before December 31, 2002 in accordance with the act, shall specify that Floyd County shall receive 56.5% of LOST revenue, Cave Spring shall receive 1.8% of LOST revenue and the City of Rome shall receive 41.7% of LOST revenues. In 2002 and 2003, the amount of the funds for the City of Rome will be adjusted in accordance with the Local Option Sales Tax Agreement dated June 20, 1995. In 2004, the June 20, 1995 agreement will expire. During 2004, the percentage split will be renegotiated between all parties based on the status of consolidation of governments discussions and any service delivery consolidation. The negotiations shall take place and be governed by the laws in existence at the time the current 2002 local option sales tax agreement was approved by Floyd

County, the City of Rome, and the City of Cave Spring. Floyd County agrees to support Cave Spring's request for funds for sewer upgrades (waste treatment plant renovations) in any Special Purpose Local Option Sales Tax (SPLOST) vote, and if not successful, Floyd County will work with Cave Spring to explore what options are available to fund the sewer upgrades (i.e. % of LOST, low interest loan, state/regional/federal funding). Floyd County, Cave Spring and the City of Rome agree to participate in appointing a Consolidation Study Tax Force to analyze and make recommendations for City and County operations that could lead to consolidation of certain services or total consolidation. For the purpose of appointing the Consolidation Study Task Force, the Joint Services Committee will be expanded by inviting two members from Cave Spring and each school board to join the committee. The expanded committee will then select a group of citizens to work with them, which will complete the membership of the Consolidation Study Task Force. The Task Force will be charged to gather information on the three consolidated governments that exist in Georgia and to study the benefits and cost of merging the governments and to devise a draft form of government for all entities with a goal of putting that draft before the votes as early as November 2004.

That the Parties will use 2003 percentages as the base year; that Cave Spring's share will remain at 1.8% at this time; that during the year 2004 the percentage split will be renegotiated with Floyd County and Rome based on the status of consolidation of services and/or governments; and, that the Floyd County Commission will support Cave Spring's request for funds for sewer upgrades, (the Waste Treatment Plant Renovations)



in any SPLOST vote, and if not successful Floyd County will work with Cave Spring to explore what options are available to fund the sewer upgrades, i.e. percentage of LOST, low interest loans, state/regional/federal funding.

Cave Spring will participate in appointing a consolidation study task force to analyze and make recommendations for City and County operations that could lead to consolidation of certain services or total consolidation. Cave Spring will appoint two (2) members to the Task Force which will study the benefits and costs of merging the governments in Floyd County.

The Resolutions adopted by this Council on September 10, 2002 and October 22, 2002 are rescinded.

Adopted this 4<sup>th</sup> day of December, 2002.

CITY OF CAVE SPRING, GEORGIA

By: Frank Scalf  
FRANK SCALF, Mayor

Attest:

Judy Dickinson  
JUDY DICKINSON, Clerk

# LOST Proposal

August 29, 2002

As discussed at meeting 8/28/02  
Cave Spring, Rome, Floyd County

	Existing	2003	2004 <sup>1</sup>
County	56.5% \$7,858,513	56.5% \$8,094,269	56.5% \$8,337,096
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TOTAL	\$13,908,873	\$14,326,139	\$14,755,923

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- Dollar amounts indicate a 3% annual increase.



*copy commission  
Joe Smith  
Shemi Shou*

## Department of Revenue

Sales & Use Tax Division  
1800 Century Center Blvd., Suite 8214  
Atlanta, Georgia 30345  
Telephone: (404) 417-6601

T. Jerry Jackson  
Commissioner

Phillip M. Embry  
Director

November 5, 2002

Floyd County Board of Commissioners  
3 Government Plaza  
P.O. Box 946  
Rome, GA 30162-0946

**RECEIVED**

NOV 07 2002

RE: Local Option Sales Tax (LOST) Certificate of Distribution

**CITY MANAGER**

Dear Commissioners:

This letter is to inform you that as of this date we have not received your re-negotiated Certificate of Distribution for the Local Option Sales Tax (LOST).

After each decennial census the county and its qualifying municipalities are required to re-negotiate a percentage distribution of the LOST proceeds the Department of Revenue allocates to them monthly. The requirements for this negotiation are provided in O.C.G.A. § 48-8-89.

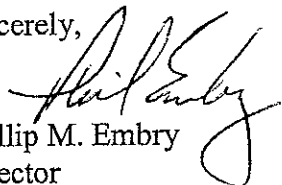
- ✓ July 1, 2002 was the deadline for notifying the DOR Commissioner of re-negotiation commencement. You must complete re-negotiation within 60 days of formal commencement or submit to non-binding arbitration/mediation.

By December 30, 2002 the re-negotiated Certificate of Distribution percentage must be submitted to the Commissioner or, on December 31, 2002 the tax ceases.

On January 1, 2003 the new certificate percentages begin. If a re-negotiated certificate is submitted to Commissioner before December 30, 2002, then the new distribution percentages will begin on the first day of the second calendar month following the re-negotiation.

If you have any further questions regarding the statutory requirements of this process, please do not hesitate to call.

Sincerely,

  
Phillip M. Embry  
Director

PME/rms

**RESOLUTION****MATTERS RELATED TO THE COLLECTION OF TAXES**

NOW, THEREFORE, BE IT RESOLVED, by the BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA, and it is hereby resolved by the authority of same, as follows:


**SECTION 1:** The Tax Commissioner of Floyd County is authorized to accept checks and other negotiable instruments payable on demand in payment for 2007 ad valorem taxes, penalties and/or interest.

**SECTION 2:** The Tax Commissioner of Floyd County is authorized and directed to waive the collection of any ad valorem tax bill not equal to or exceeding one (1) dollar.


**SECTION 3:** The Tax Commissioner of Floyd County is authorized and directed pursuant to the laws and the Constitution of the State of Georgia to charge and collect a commission of two and one-half percent (2½%) for collecting 2007 ad valorem taxes levied for county school purposes and to pay over such commission to the governing authority of Floyd County, Georgia.

**SECTION 4:** The Tax Commissioner of Floyd County is authorized to pay out to the county the current year taxes on the 5<sup>th</sup> and 20<sup>th</sup> of each month, the previous year taxes each month, and other delinquent years quarterly.

This 9<sup>th</sup> day of January, 2007.

  
\_\_\_\_\_  
**Jerry Jennings, Chairman**  
**Floyd County Board of Commissioners**

ATTEST:

  
\_\_\_\_\_  
**Kathy Arp, County Clerk**

## RESOLUTION

## MATTERS RELATED TO THE COLLECTION OF TAXES

NOW, THEREFORE, BE IT RESOLVED, by the BOARD OF COMMISSIONERS OF FLOYD COUNTY, GEORGIA, and it is hereby resolved by the authority of same, as follows:

**SECTION 1:** The Tax Commissioner of Floyd County is authorized to accept checks and other negotiable instruments payable on demand in payment for 2009 ad valorem taxes, penalties and/or interest.

**SECTION 2:** The Tax Commissioner of Floyd County is authorized and directed to waive the collection of any ad valorem tax bill not equal to or exceeding one (1) dollar.

**SECTION 3:** The Tax Commissioner of Floyd County is authorized and directed pursuant to the laws and the Constitution of the State of Georgia to charge and collect a commission of two and one-half percent (2½%) for collecting 2009 ad valorem taxes levied for county school purposes and to pay over such commission to the governing authority of Floyd County, Georgia.

**SECTION 4:** The Tax Commissioner of Floyd County is authorized to pay out to the county the current year taxes on the 5<sup>th</sup> and 20<sup>th</sup> of each month, the previous year taxes each month, and other delinquent years quarterly.

This 13<sup>th</sup> day of January 2009.

  
\_\_\_\_\_  
John Mayes, Chairman  
Floyd County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Kathy Arp, County Clerk

**TAX SERVICE AGREEMENT**

GEORGIA,

FLOYD COUNTY,

THIS AGREEMENT is made and entered into on this the 23<sup>rd</sup> day of February, 2010, by and between the CITY OF ROME, a municipal corporation and corporate body politic of the State of Georgia acting by and through its Chairman and Board of Commissioners, hereinafter referred to as "the City"; FLOYD COUNTY, GEORGIA, a political subdivision acting by and through its Board of Commissioners, hereinafter referred to as "the County", and Kevin Payne, the duly elected Tax Commissioner of Floyd County, Georgia, hereinafter referred as "the Tax Commissioner"; all hereinafter collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, O.C.G.A. 48-5-359. 1(a) provides that a county and a Municipality wholly located within such county may contract, subject to approval by the Tax Commisisoner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, invoke any remedy permitted for collection of municipal taxes; and

WHEREAS, the City and the County desire to enter into such a contract, and

WHEREAS, the Tax Commissioner of the County approves of the within contract as indicated by his signature at the foot hereof; and

WHEREAS, the County, the City and tax payers of both jurisdictions will benefit from making an entry of this agreement;

NOW, THEREFORE, for an in consideration of the premises and for good and valuable consideration herein recited to be taken and performed, the parties do hereby agree as follows:

1.

The County, acting through its Office of the Tax Commissioner, will prepare an Annual tax digest for the City of Rome.

2.

During the term of this agreement, the Tax Commissioner is empowered to and Shall:

- a) Prepare the tax digest for the City of Rome as required by law;
- b) Based upon the millage rate as fixed and determined by the governing body of the City of Rome, levy, assess, and collect all City of Rome taxes in the same manner as taxes for Floyd County are levied, assessed and collected;
- c) Apply and invoke any remedies, methods and procedures authorized or Permitted by law for collection of City of Rome taxes;
- d) Account for and remit to the City of Rome all taxes collected in a timely manner after the date of collection By the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month, payments will be made through the end of the month and the fifteenth (15<sup>th</sup>) of the month respectively. For the months of November and December, weekly estimated deposits will be made.

- e) The collection of the municipal taxes will include, but will not be limited to delinquent accounts after January 1, 2010. The City will be responsible for and collect all back taxes due the city prior to January 1, 2000; and
- f) In performing its duties under this contract, the County and/or the Tax Commission will prorate the taxes collected to each entity according to the percentage of each entity's bill to the whole tax amount due when a tax payer pays a portion of their tax bill for any reason, including, but not limited to, bankruptcy.

3.

- a) If necessary, the Tax Commissioner will submit payments to the City based on estimates and will reconcile payments at a later date;
- b) The City Clerk's Office will coordinate with the Tax Commissioner to develop a mutually agreed upon reporting and accounting system for billing and collections on a timely basis; and
- c) The format for the tax bill shall be mutually agreed upon by the City of Rome, Floyd County and the Tax Commissioner (copy attached to this agreement).

4.

The City will furnish to the County all information or documentation reasonable and necessary for the County to assess, bill and collect its municipal taxes and perform the County's duties under this agreement.



5.

In order to substantially reimburse the County for the cost of providing the services delineated in this agreement, the City of Rome shall pay to the County in 2010 a sum of Fifty-five Cents (.55) for each parcel of real estate for which a tax bill is issued for said tax year. Thereafter, the city of Rome shall increase its payment to the County each year by five cents per year for each parcel of real estate for which a tax bill is issued until a fee of \$1.00 is paid in 2019. The County shall bill the City for the proper amount after the final tax digest is prepared.

6.

In order to substantially reimburse the Commissioner for the cost of providing the services delineated and set forth herein, the City of Rome shall pay to the Tax Commissioner a sum of One Dollar (\$1.00) per tax bill for each parcel of real estate and personal property account on the digest within thirty (30) days of the date of approval of the tax digest for a tax year by the State Revenue Department. Said amount shall be as compensation for such additional duties and responsibilities as may be required on the part of the Tax Commissioner for the levy, assessment, collection and for the accounting for and payment of the City of Rome taxes pursuant to the provisions herein.

7.

In the future, if the purchase of certain replacement/new office equipment or computer enhancements (including software) that will be used exclusively for the collection of taxes is determined to be necessary in order to keep the Floyd County Tax

Collection Office operating properly, then the City of Rome agrees to pay one third (1/3) of the cost to purchase such equipment and supplies. The City will pay a maximum of \$5,000.00 in any given year. Additionally, if any equipment or supplies are needed due exclusively to a change in the requirements of collecting City or County taxes, then the City of Rome or Floyd County, respectively, shall bear one hundred percent (100%) of the cost to purchase such supplies or equipment.

8.

As further consideration for this agreement, the County, acting through its Office of the Tax Commissioner, shall prepare and make available for print to the City Clerk, the following documents and reports by September 15<sup>th</sup> of each year:

- Preliminary Tax Digest Totals (Floyd County Tax Assessor)
- Consolidation and Evaluation of Digest
- Tax Digest (will be printed by Floyd County & submitted to City Clerk)
- Tax Digest in Tax Map Number Order
- List of Exempt ("E" Codes) Real and Personal Property Accounts
- List of Freeport, Historic, Homestead, School Tax and Disabled Veterans Exemptions
- List of Real and Personal Property Accounts under Appeal

By the 15<sup>th</sup> day of each month:

- "Not on Digest" Accounts
- Errors and Releasing for Existing Accounts
- List of Paid Accounts
- List of Unpaid Accounts
- List of Refunds
- List of Partial Payments

Each payment to the City will include a report indicating how much of the remittance is for principal and how much is for interest and penalties. The amount of interest paid by the Tax Commissioner on funds collected, but not transferred within the collection period prescribed in item 2(d) of this contract, will also be indicated in the report. This interest rate paid to the City shall be equal to the interest rate being earned by the Tax Commissioner on deposits at the time of payment.

9.

The County's independent auditors shall confirm annually to the City the accuracy of the distribution of City tax funds by the Tax Commissioner.

10.

This agreement shall become effective on January 2010. The term of this agreement shall be for a ten (10 year period to expire on December 31, 2019, with any of the parties, the City of Rome, Floyd County and/or the Floyd County Tax Commissioner, having the right to cancel the agreement by giving written notice to the other parties involved on or before November 15<sup>th</sup> of the year preceding in which taxes are to be collected.

11.

The Tax Commissioner and the Chief Appraiser shall, by May 1 each year, prepare a schedule of dates that each step in preparing the digest must be completed including, but not limited to, mailing of assessments, public hearings, publishing of the five year history, and setting of mileage rates. If the mailing of the tax bills is delayed causing the due date for taxes to extend beyond November 15<sup>th</sup>, because either the City of Rome, Floyd County or the Floyd County Board of Education failed to meet the time schedule, the Tax Commissioner will take immediate steps to produce the tax bills for the party or parties that have complied with all requirements unless all parties agree to an extension. The party or parties responsible for the delay will be responsible for the cost of additional billing.

12.

This agreement constitutes the entire agreement of the parties and shall not be altered or amended except in writing and signed by all of the parties. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective names and seals on the day and year first above written.

CITY OF ROME

BY: \_\_\_\_\_

WRIGHT BAGBY, MAYOR

ATTEST: \_\_\_\_\_

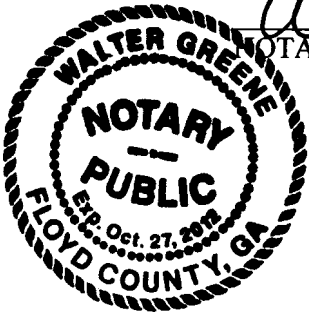
JOSEPH F. SMITH, CLERK  
(SEAL)

2-18-2010

Signed, sealed and delivered in  
in the presence of:

Joyce G. Weeks  
WITNESS

Walter Greene  
NOTARY PUBLIC



FLOYD COUNTY, GEORGIA

BY: \_\_\_\_\_

Eddie Lumsden  
EDDIE LUMSDEN, CHAIRMAN

ATTEST: \_\_\_\_\_

KATHY ARP, CLERK  
(SEAL)

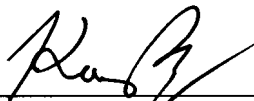
2-23-10

Signed, sealed and delivered in  
the presence of:

Judith Harris  
WITNESS

Jaime Y. Fetter  
NOTARY PUBLIC

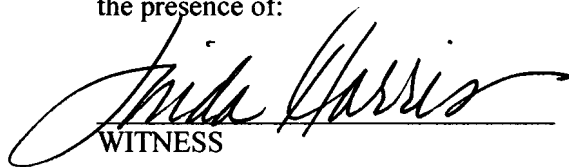
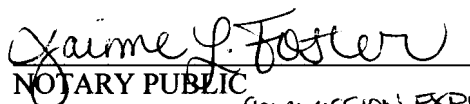
COMMISSION EXPIRES:  
11/15/2013



KEVIN PAYNE, TAX COMMISSIONER OF  
FLOYD COUNTY

(SEAL)

Signed, sealed and delivered in  
the presence of:

  
WITNESS  
NOTARY PUBLIC

COMMISSION EXPIRES:  
11/15/2013



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Tourism**

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.):**Greater Rome Convention and Visitors Bureau**

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

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

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

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

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

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

**No**

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

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

## SDS FORM 2, continued

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

<b>Local Government or Authority</b>	<b>Funding Method</b>
Floyd County	Hotel / Motel Taxes
City of Rome	Hotel / Motel Taxes

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

None provided.

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
GRCVB Bylaws		12/17/1979

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: **Blaine Williams, Assistant County Manager**

Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**GREATER ROME CONVENTION AND VISITORS BUREAU**

**BY-LAWS**

**ROME, GEORGIA**

**ADOPTED**

**DECEMBER 17, 1979**

**AMENDED NOVEMBER 10, 1997**

**GRCVB BOARD OF DIRECTORS**

**SUBJECT TO APPROVAL BY ROME CITY COMMISSION**



## **GREATER ROME CONVENTION AND VISITORS BUREAU**

### **I. Organization and Purpose**

#### **1-01 Name**

Greater Rome Convention and Visitors Bureau (hereinafter referred to as the "Bureau").

#### **1-02 Purpose**

The purpose and objectives shall be to promote the tourism, motorcoach and convention industry and encourage the development of tourism activities in Rome and vicinity. The Bureau shall promulgate the highest principles and best practices of civic promotion, showing no favor or affection to any special interest or group, and working only in the best interest of all of the citizens of Rome and Floyd County. It shall follow good business practices and the policies set forth by the Bureau and these By-laws.

#### **1-03 Authority**

The Greater Rome Convention and Visitors Bureau has been created by act of the Rome City Commission being No. 76-11.

### **II. Greater Rome Convention and Visitors Bureau**

#### **2-01 Members of Posts**

- |        |  |
|--------|--|
| Post 1 | Ex officio member of City Commission, one-year post, may be re-appointed. Term expires December 31.  |
| Post   | Ex officio member of City Manager's designee, open term during City Manager's incumbency.  |
| Post 3 | At-large member, Chamber of Commerce appointee, one-year post. Term expires December 31.   |
| Post 4 | Greater Rome Convention and Visitors Bureau appointee, hotel/motel representative subject to tax, two-year post. Term expires December 31 on even numbered year. |

- Post 5 Greater Rome Convention and Visitors Bureau appointee, hotel/motel representative subject to tax, two-year post. Term expires December 31 on odd numbered year.
- Post 6 Ex officio member of County Commission, one-year post, may be re-appointed. Term expires December 31.
- Post 7 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on even numbered year.
- Post 8 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on even numbered year.
- Post 9 Greater Rome Convention and Visitors Bureau appointee, hotel/motel representative subject to tax, two-year post. Term expires December 31 on even numbered year.
- Post 10 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on odd numbered year.
- Post 11 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on odd numbered year.
- Post 12 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on even numbered year.
- Post 13 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on odd numbered year.
- Post 14 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on even numbered year.
- Post 15 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on odd numbered year.
- Post 16 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on even numbered year.
- Post 17 Greater Rome Convention and Visitors Bureau appointee, two-year post. Term expires December 31 on odd numbered year.

**2-02 Appointing Authority**

- (a) All appointments shall be the majority vote of all members of the Rome City Commission.
- (b) All terms shall expire on December 31 of the year of their expiration.
- (c) These terms shall remain effective until a successor is qualified and appointed. All terms except for initial terms shall be for the time period specified:

- Post 1 - One (1) year, may be reappointed.
- Post 2 - Open during City Manager's incumbency.
- Post 3 - One (1) year term.
- Post 4 - Two (2) years staggered on even year.
- Post 5 - Two (2) years staggered on odd year.
- Post 6 - One (1) year term, may be reappointed.
- Post 7 - Two (2) years staggered on even year.
- Post 8 - Two (2) years staggered on even year.
- Post 9 - Two (2) years staggered on even year.
- Post 10 - Two (2) years staggered on odd year.
- Post 11 - Two (2) years staggered on odd year.
- Post 12 - Two (2) years staggered on even year.
- Post 13 - Two (2) years staggered on odd year.
- Post 14 - Two (2) years staggered on even year.
- Post 15 - Two (2) years staggered on odd year.
- Post 16 - Two (2) years staggered on even year.
- Post 17 - Two (2) years staggered on odd year.

**2-03 Nominating Agencies:**

- Post 1 - Rome City Commission
- Post 2 - City Manager
- Post 3 - Greater Rome Chamber of Commerce
- Post 4 - Greater Rome Convention and Visitors Bureau
- Post 5 - Greater Rome Convention and Visitors Bureau
- Post 6 - Floyd County Commission
- Post 7 - Greater Rome Convention and Visitors Bureau
- Post 8 - Greater Rome Convention and Visitors Bureau
- Post 9 - Greater Rome Convention and Visitors Bureau
- Post 10 - Greater Rome Convention and Visitors Bureau
- Post 11 - Greater Rome Convention and Visitors Bureau

- Post 12 - Greater Rome Convention and Visitors Bureau
- Post 13 - Greater Rome Convention and Visitors Bureau
- Post 14 - Greater Rome Convention and Visitors Bureau
- Post 15 - Greater Rome Convention and Visitors Bureau
- Post 16 - Greater Rome Convention and Visitors Bureau
- Post 17 - Greater Rome Convention and Visitors Bureau

#### **2-04 Nominations**

- (a) Nominations for appointments shall be by the nominating agency submitting one (1) nominee for each post.
- (b) If the nominee is not acceptable to the Rome City Commission, then another nominee shall be submitted until an appointment is made.
- (c) Nominations are to be submitted to the Rome City Commission at least 45 days before the expiration of the designated post.
- (d) Nominees shall not necessarily be a member or affiliate of the nominating agency except for Post 1, who must be a member of the Rome City Commission; Post 2, who must be a member of City staff; and Post 6, who must be a member of the Floyd County Commission.
- (e) The Greater Rome Convention and Visitors Bureau shall be comprised of no less than 10, and no more than 17, active members.

#### **2-05 Bureau Officers**

- (a) Chairman
- (b) Vice Chairman
- (c) Secretary/Treasurer

#### **2-06 Compensation**

- (a) The Greater Rome Convention and Visitors Bureau members shall receive no compensation for service.

- (b) Members shall be reimbursed for all direct expenses.

#### **2-07 Presiding Officers**

The Chairman, or in his absence, the Vice Chairman, shall preside over the deliberations of the Greater Rome Convention and Visitors Bureau and shall vote on all questions; he/she shall preserve order and decorum at all meetings of the Board. **Robert's Rule of Order** shall prevail in the absence of other adopted procedures.

#### **2-08 Filling Vacancies**

In the event of a vacancy in any post on the Greater Rome Convention and Visitors Bureau, then a nomination and appointment for the unexpired portion of the term shall be filled by the aforementioned designated process in Article II.

#### **2-09 Election of Officers and Terms of Office**

- (a) The Chairman shall appoint a Nominating Committee during the month of September each year. The Nominating Committee shall present their nominations for members and officers at the November board meeting. The Chairman shall not serve as a member of the Nominating Committee.
- (b) The Chairman shall open the November meeting and call upon the Chairman of the Nominating Committee to present the nominations, however, if the Board Chairman's term has expired prior to the November meeting, the Vice Chairman, or in his absence, the Secretary/Treasurer, shall serve as Chairman of the November meeting until the election of a new chairman. The floor shall be open for additional nominations. Upon receiving the nominations, a vote shall be called to elect the members. Following this vote, the Nominating Committee will present the slate of new officers following the same procedure. New officers shall take office January 1. The Chairman and Vice Chairman shall not serve more than two (2) consecutive terms in each office.
- (c) A vacancy in any office shall be filled by the Chairman appointing a Nominating Committee immediately following

the vacancy and the election of said officer shall be accomplished at the Board's next regularly scheduled meeting in accordance with the procedure.

- (d) The terms of office shall be for one (1) year beginning January of each year and until a successor is elected and seated.

## **2-10 Duties of Officers**

- (a) Chairman – the duties are as follows:

- (1) To preside over all meetings and deliberations of the Board.
- (2) To serve as an ex officio member of all committees, except the Nominating Committee.
- (3) To preserve order and decorum at all Board meetings.
- (4) To appoint membership to such temporary committees as deemed necessary to accomplish Board activities.
- (5) To sign certain documents and contacts on behalf of the Board as authorized by the Executive Committee.
- (6) To provide general policy guidance to the Executive Director as required.
- (7) To call for regular, special or called Board meetings and Executive Committee meetings as required.
- (8) To remain in office until a successor chairman is elected.

- (b) Vice Chairman – the duties are as follows:

- (1) To preside over all meetings and deliberations of the Board in the absence of the Chairman.

- (2) To sign certain documents on behalf of the Board in the absence of the Chairman.
  - (3) To sign and execute certain documents in the absence of either the Chairman or Secretary/Treasurer.
- (c) Secretary/Treasurer – the duties are as follows:
- (1) To assure the recording of minutes and to attest to the accuracy of all official proceedings of the Board.
  - (2) To assume the maintenance of all financial records as required by the Board.
  - (3) To submit annually a budget of estimated revenues and expenses.
  - (4) To assure the timely filing of all required financial reports and documents pertaining to Bureau activities.
  - (5) To sign certain documents and contracts on behalf of the Bureau as authorized by the Executive Committee.
  - (6) A staff member of the Bureau, under the supervision of the Executive Director, may be assigned by the Executive Director to assist the Secretary/Treasurer in the performance of the above duties, as well as other duties that may be assigned to the Secretary/Treasurer by the Board.

### III. General

#### 3-01 Written Policies

The Greater Rome Convention and Visitors Bureau shall establish policies in writing to govern and control the operation of the Visitor Center and related equipment and facilities.

**3-02 Board Committees**

The Greater Rome Convention and Visitors Bureau shall establish standing and temporary committees as necessary.

**3-03 Executive Committee**

- (a) The Executive Committee shall consist of the following members: Chairman, Vice Chairman and the Secretary/Treasurer. The Executive Director shall be a non-voting member of the Executive Committee.
- (b) The Executive Committee shall meet prior to the regularly scheduled bi-monthly meetings.
- (c) The Executive Director shall have the authority to negotiate and execute contracts and agreements necessary for the ordinary and routine operations of the Bureau.
- (d) The Executive Committee shall be empowered to negotiate and enter into contracts and agreements for and on behalf of the Board as approve or directed by the Board.
- (e) Except for contracts and agreements necessary for the routine operation of the Bureau (subparagraph C), the signatures of any two officers, or the signature of one officer and the signature of the Executive Director shall be required on any contract before said contract will be binding on the Bureau.
- (f) A meeting of the Executive Committee can be called by either the Executive Director, the Chairman or the Vice Chairman. Unless waived, notice by telephone for Executive Committee meetings shall be given to members by the Executive Director or his/her designee no less than 24 hours before the time.



### **3-04 Meetings**

- (a) Frequency – the Board shall conduct regularly scheduled meetings at a time and date as established by the Board.
- (b) A notice of all regularly scheduled meetings of the Board shall be given in writing to all members of the Board at least five (5) days prior to the time of any such meeting. all such notices shall contain the time and place of such meeting.
- (c) Special or called meetings – the Chairman, or any three members of the Board, may call a “special meeting” or “called meeting” of the Board by mailing written notices of said meeting to all Board members at least five (5) days prior to the time of such meeting.

### **3-05 Quorum**

The presence of a majority of the Board at a duly convened meeting of the Board shall constitute a quorum of the Board. No action may be taken by the Board without a majority vote of the members present at any such meeting, voting in at least five votes in favor of such action.

### **3-06 Attendance**

Any board member who misses three regularly scheduled meetings in succession is required to show good cause, in writing, within one calendar week following the third absence (to be decided by the Executive Committee), or submit a resignation to the Executive Committee for the good of the organization. If neither is forthcoming, any such Board member shall be placed on the agenda at the next regularly scheduled meeting and steps taken to notify all interested parties of the vacancy. The vacancy shall be filled as provided in Section II. The appointee shall serve the remainder of the unexpired term of the vacancy.

### **3-07 Voting**

All board members present at a meeting shall vote on all issues presented at all such meetings, except that any member may abstain if the casting of said vote shall constitute a conflict of interest or a violation of law.

**3-08 Conflict of Interest**

Any board member who has any conflict of interest in any matter or issue brought before the Board shall make such fact known to the Board prior any vote by the Board on such issue, as such member shall abstain from voting on such issue.

**3-09 Other Powers**

- (a) The Board shall have the power to accept grants, gifts, gratuities and donations for the support, improvements and operation of Bureau activities and functions.
- (b) The Board shall have the power to engage professional assistance, including engineers, attorneys or consultants necessary to conduct the affairs of the Bureau.

**3-10 Bonding**

The Board is empowered to require all officers, employees, agents or contracts of said Bureau to execute a bond with good and sufficient security conditioned for the payment for any damage or loss.

**3-11 General Reporting**

The Board, acting through the Secretary/Treasurer, shall file with the Secretary of the Rome City Commission the following on a quarterly basis, or more regularly if requested by the Rome City Commission, to-wit:

- (a) Minutes of all regular, special and called meetings of the Board and its Executive Committee.
- (b) Monthly and other financial reports.

**3-12 Annual Report**

By March 1 of each year, the Board shall prepare, adopt and present an annual report of the preceding year's activities of the Bureau to the Rome City Commission.

**3-13 Amendments**

These by-laws were adopted December 17, 1979 and may be amended by two-thirds (2/3) vote of the Board membership at any regular meeting of the Board. These by-laws and any amendments thereto shall be approved by the Rome City Commission.

**IV. Fiscal and Financial****4-01 Fiscal Year**

The Greater Rome Convention and Visitors Bureau shall use the same fiscal year as the Rome City Commission.

**4-02 Budget**

The Executive Director shall prepare a recommended budget during the month of September and present to the Executive Committee. The proposed budget as recommended by the Executive Committee, shall be presented to the Board in September for approval so that it may be presented to the proper agencies by October 1.

**4-03 Financial Reporting**

The Executive Director shall submit to the Board a monthly operating statement covering revenues and expenditures by month-to-date and status on each account. The monthly operating statement shall also be filed with the Secretary of the Rome City Commission.

**4-04 Auditing**

The Greater Rome Convention and Visitors Bureau shall engage the City of Rome's auditing or auditing firm whose duty it shall be to thoroughly inspect and examine annually the records of the Greater Rome Convention and Visitors Bureau.

**V. Greater Rome Convention and Visitors Bureau Employees****5-01 Attorney**

The attorney for the Greater Rome Convention and Visitors Bureau shall be the City attorney.

**5-02 Executive Director**

The Board shall be empowered to employ an Executive Director to carry out the functions, operations and purpose of the Greater Rome Convention and Visitors Bureau, who shall serve at the pleasure of the Board, and who can be terminated at any time by the Board, with or without cause. The Board shall delegate to the Executive Director all authority and responsibility necessary to properly administer the business of the Greater Rome Convention and Visitors Bureau, within policies set by the Board and subject to its review. The Executive Director shall have full charge of the Greater Rome Convention and Visitors Bureau offices and also all of the employees, including authority to employ and terminate employment of the Greater Rome Convention and Visitors Bureau employees. The Executive Director shall be paid a salary determined and fixed by the Board. The responsibilities, power and duties of the Executive Director shall be as minimum:

- (a) To see that the rules, regulations and policies of the Greater Rome Convention and Visitors Bureau are enforced.
- (b) To attend all meetings of the Board with the right to take part in the discussion, but having no vote.
- (c) To provide clerical service to the Board.
- (d) To recommend to the Board members for adoption of such measures he/she may deem necessary or explicit.
- (e) To keep the Board fully advised as to the financial condition and needs of the Greater Rome Convention and Visitors Bureau's facilities, programs and activities.
- (f) To prepare the Board a budget each fiscal year showing the estimated revenues and expenditures of the Greater Rome Convention and Visitors Bureau for the ensuing year.
- (g) To hire and supervise other Greater Rome Convention and Visitors Bureau employees in accordance with personnel policies of the Board and the personnel policies of the City of Rome. To remove any Greater Rome Convention and Visitors Bureau employee when he/she deems such removal necessary or advisable for the public good.

**BY-LAWS CHANGES**  
**GREATER ROME CONVENTION AND VISITORS BUREAU**

(1) Section 2-09 Election of Officers and Terms of Office

Reads as follows:

- (a) The Chairman shall appoint a Nominating Committee during the month of **December** each year. The Nominating Committee shall present their nominations for officers at the **January** Board meeting. The Chairman shall not serve as a member of the Nominating Committee.

\* **CHANGE** December to September

\* **ADD** members and/**CHANGE** January to November - "The Nominating Committee shall present their nominations for members and officers at the November meeting."

Reads as follows:

- (b) The Chairman shall open the January meeting and call upon the Chairman of the Nominating Committee to *present the nominations*; however, if the Board Chairman's term has expired prior to the January meeting, the Vice Chairman, or in his absence, the Secretary/Treasurer, shall serve as Chairman of the January meeting until the election of a new chairman. The floor shall then be open for additional nominations. Upon receiving the nominations, a vote shall be called to elect said officers. Following the vote, the new officers shall immediately take office. The Chairman and Vice Chairman shall not serve more than two (2) consecutive terms in each office.

\***CHANGE** January to November

\***CHANGE LAST THREE SENTENCES TO** "Upon receiving the the nominations, a vote shall be called to elect the members. Following this vote, the Nominating Committee will present the slate of new officers following the same procedure. New officers shall take office January 1. The Chairman and Vice Chairman shall not serve more than two (2) consecutive terms in each office.

11/10/97



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service:Wastewater**

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.): **The cities of Rome and Cave Spring will provide wastewater services within their respective incorporated areas. Floyd County provides the City of Rome with an exclusive franchise for serving the unincorporated areas with conditions relative to annexation.**

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Cave Spring	Enterprise Fund
City of Rome	Enterprise Fund

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

None provided.

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>
Sewer Franchise Agreement	City of Rome and Floyd County	08/01/1988 - 07/31/2038

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

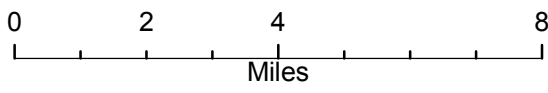
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

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

# City of Rome, Cave Spring and Floyd County

## Service Delivery Strategy

### Sewer Services



- City of Rome
- City of Cave Spring

OGA

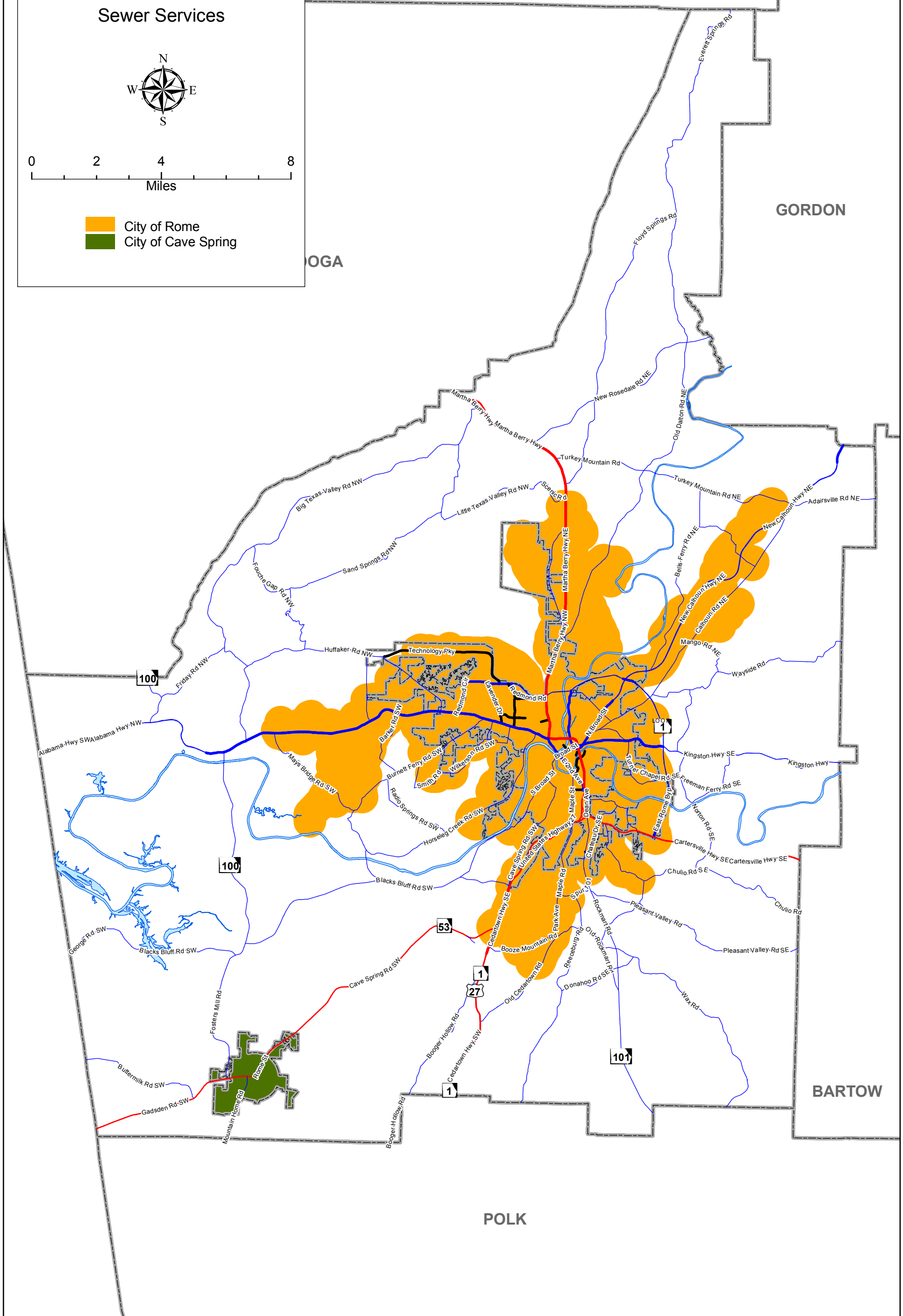
WALKER

WHITFIELD

GORDON

BARTOW

POLK





FRANCHISE AGREEMENT

ENTERED INTO MINUTES  
Date: 7-18-88  
Book No 27 Page No 72

This Franchise Agreement entered into as of the 1st day of July, 1988, by and between Floyd County, Georgia (hereinafter sometimes referred to as "County"), acting by and through its Board of Commissioners, pursuant to a resolution duly authorizing same, and the City of Rome, Georgia (hereinafter sometimes referred to as the "City"), acting by and through its City Commission pursuant to a resolution duly authorizing same,

W I T N E S S E T H:

WHEREAS, the City of Rome now owns and operates a water and sewerage system located within and without its corporate limits and, after an independent study by the governing bodies of the City and County, it has been determined that the City should acquire the existing sewerage facilities now owned and operated by the County; and

WHEREAS, such acquisition of the County's sewerage facilities by the City will enable the City to serve the existing customers of County's system and to serve additional customers located within the unincorporated area of the County, all of which will benefit the County and its residents and promote the economic development of the County; and

WHEREAS, in order for the City to acquire the County sewerage facilities, the City proposes to issue its Water and Sewerage Revenue Improvement Bonds, Series 1988A, in an amount not to exceed \$3,000,000; and

WHEREAS, after due investigation and careful consideration, the Board of Commissioners of Floyd County deems it advisable and in the best interests of the County and its residents to grant an exclusive franchise to the City of Rome pertaining to the furnishing of sewerage services within the unincorporated area of Floyd County;

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, particularly Article IX, Section III, Paragraph I of the Constitution, this Franchise Agreement is authorized to be entered into.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, Floyd County hereby grants to the City of Rome the exclusive right, privilege and franchise to operate, maintain, repair, replace, extend and improve said sewerage facilities, together with all of the necessary mains, pipes, devices, outlets, meters, connections, appurtenances and accessories useful or desirable in connection therewith, and to acquire, construct, add to and improve such sewerage facilities and to accomplish such purpose to operate, maintain and repair its sewerage facilities along, across, and under the roads, highways, thoroughfares and public places of Floyd County.

1. This grant and franchise shall be for the period of fifty (50) years from August 1, 1988 to July 31, 2038.

2. The City shall in all cases restore all roads, highways, thoroughfares and public places and other property of the County disturbed by the City in the exercise of this exclusive Franchise

to the same condition as they existed prior to such disturbance, and shall conduct its operation, maintenance, repair, replacement, extension and additions to the sewerage facilities without undue obstruction of traffic, foot or vehicular, and shall make all restorations as above required within a reasonable time; provided, however, the foregoing notwithstanding, the County hereby agrees to pay all relocation and restoration costs of the sewerage facilities incurred in connection with the Alabama Road widening project.

3. In the construction, operation, maintenance, replacement, repair and extension of said sewerage facilities, except for the construction associated with the Alabama Road widening project, the City shall assume all liability insofar as the County might be liable for damage to persons or property caused by it, or its agents, in connection with the exercise of any of the powers or privileges of this Franchise and will indemnify and hold the County harmless from any such liability.

4. The City covenants and agrees that after the acquisition of the sewerage facilities as now contemplated, it will thereafter make further additions and extensions to said sewerage facilities located without its corporate limits, if such additions and extensions are deemed necessary and desirable by the governing body of the City and the revenues to be derived therefrom, in the discretion of the governing body of the City, will justify the cost of such additions and extensions and further if funds are available to the City for such purpose. In determining whether the revenues to be derived from additions and extensions outside the corporate

limits of the City will justify the cost, the City shall negotiate with the property owners in existing subdivisions outside the corporate limits of the City regarding contributions by such property owners to the City in order to reduce the cost of such additions and extensions to the City. New developments without the incorporated limits of the City will be treated in the same manner and under the same policies as new developments within the City with regard to whether additions and extensions to provide sewer service to such developments will be made. The City agrees to not make access to its sewer services to customers without its corporate limits contingent on annexation by the City.

5. It is expressly provided, however, that in the event the City shall hereafter be unable to justify the cost, in its governing body's sole discretion, of making additions and extensions to its sewerage facilities located without its corporate limits, then the County, if it desires to do so, may elect to subsidize the cost of construction of such additions and extensions so that such addition and extension is economically feasible with regard to the revenues to be derived therefrom in relation to the cost, and in the event of such subsidy, the City agrees to construct such addition and extension provided the then existing capacity of the City's sewerage system is adequate to treat the additional volume created by such addition and extension. In consideration of the foregoing, Floyd County agrees to not provide any sewerage service at present or at any time in the future, to any area within the geographical boundaries of Floyd County without written approval of the Rome City Commission.

6. The County agrees to prepare and send bi-monthly bills to all customers who are provided sewer service by the City and water service by the County. The bi-monthly bill sent by the County will specify the portion of the bill relating to sewer service as City Sewer, and the County will advise the City bi-monthly in writing of the aggregate amount of the bills relating to City sewer service. The County will collect payments received for City sewer service from its water customers and pay to the City by the 25th of each calendar month all of such payments received by it for City sewer service. Partial payments of bi-monthly bills sent to the County for County water service and City sewer service will be pro rated between the County and the City based on the total charge for each of the respective services. All penalties and late charges will be pro rated in the same manner. The County will be responsible for terminating water and sewer services for non-payment of bills. All payments received by the County after August 15, 1988 relating to sewer service will be due to the City. All sewer tap fees for connections into the City sewerage facilities after August 1, 1988 shall be the property of and collected by the City.

7. The City agrees not to increase the sewer rate or readiness to serve charge during the 1988 calendar year on any customer located without its corporate limits who was a customer being provided sewer services by the County on the date the sewerage facilities were purchased by the City (hereinafter referred to as an "Existing Customer"). In January, 1989, the City may increase sewer rates charged to Existing Customers by

an amount not to exceed 17% of the sewer rates charged Existing Customers during 1988. In January, 1990, the City may increase the sewer rate charged Existing Customers to the sewer rate then in effect for other customers located without the corporate limits of the City. The County may reduce the bill for sewer services provided by the City to its water customers at locations where water leaks have occurred. The reduction shall be equal to the dollar amount necessary to reduce the bill for City sewer service to the average of such customer's bill for City sewer service over the previous six months. Any other reduction in bills for City sewer service shall be approved by the City Director of Water and Sewer Department or the City Manager.

8. The City agrees to pay the County by the end of each calendar year an annual administrative fee during the term of this Franchise Agreement for billing services performed by the County. Initially the annual administrative fee shall be \$10,000. After January 1, 1990, the annual administrative fee ~~may~~<sup>shall</sup> be increased by the same percentage as sewer rates increase during the same period upon written notice by the County to the City. The administrative fee for the 1988 calendar year shall be pro rated based on the number of months the County performs billing services for the City. PTB  
MM

9. In granting this exclusive Franchise, the County recognizes that the City in order to acquire and construct such additions and extensions to its combined water and sewerage system, will issue and sell its revenue bonds to finance such undertaking and that the City in its proceedings to be adopted,

authorizing the issuance of such revenue bonds, as provided by the Revenue Bond Law, will covenant to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain its water and sewerage system on a sound businesslike basis, to pay the principal of and interest on any revenue bonds or obligations heretofore or hereafter issued by the City as same mature and to create and maintain adequate reserves for that purpose, as well as to create and maintain a reserve for extensions and improvements to the system. It is further recognized by the County that the City may hereafter issue from time to time refunding bonds to refund any or all of the then outstanding bonds of the City and the aforesaid covenant, relative to the adoption, maintenance, and revision of rates and the collection of fees and charges for water and sewerage services and facilities would likewise be applicable to any such bonds or obligations. The City, however, by the acceptance of this Franchise, covenants to operate and maintain, at all times, its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any ordinance authorizing the issuance of any of its obligations. It is further recognized by the County, in granting this exclusive Franchise, that all obligations herein imposed on said City shall be performable by it solely from the revenues of its water and sewerage system as now existent and as hereafter added to, extended and improved.

10. That if any disagreement shall arise with reference to any of the terms or conditions of this Franchise, or with reference to any matter connected with same, such disagreement or dispute shall be immediately submitted to and decided by arbitrators. The City will appoint one arbitrator and the County one arbitrator, and the two so appointed shall select a third arbitrator, and two of the three so chosen shall control, and their decision in the matter shall be binding on both of the parties hereto, as a condition precedent to any action before a court of lower equity; provided that if the two arbitrators first chosen cannot agree on a third, such third arbitrator shall be appointed by the Judge of the Superior Court of Floyd County upon application by either of the parties hereto. Either of the parties hereto shall have the right to protect its rights and interests and to seek such remedies and relief as provided by law.

11. In case by reason of force majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Franchise, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a



public enemy, orders of any kind of the Government of the United States, of the State of Georgia, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of the City to supply services, facilities and commodities hereunder, and on account of any other causes not reasonably within the control of the party claiming such inability.

12. That while this Franchise Agreement is between the parties hereto, it is hereby agreed that the owners of the revenue bonds of the City will have an interest herein and the parties hereto covenant that this Franchise Agreement cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such owners.

13. That should any phrase, clause, sentence or paragraph of this Franchise Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall in nowise effect any or all of the remaining provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, Floyd County, Georgia, pursuant to resolution duly adopted by its Board of Commissioners, has caused this exclusive Franchise Agreement to be signed by its Chairman and its official seal to be hereunto affixed and attested by the

Clerk of its said Board of Commissioners as of the day and year first above written.

FLOYD COUNTY

By: C. J. Blankenship  
Chairman

Attest:  
Sue Brume  
Clerk

( S E A L )

The above and foregoing exclusive Franchise granted by Floyd County, Georgia, be and the same is hereby accepted, this 18th day of July, 1988, as authorized by a resolution of the City Commission of the City of Rome passed on this date.

CITY OF ROME, GEORGIA

By: D. W. Mitchell  
Chairman, City Commission

Attest:  
Ransom Bayler  
Secretary

( S E A L )



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY:FLOYD COUNTY**

**Service: *Water***

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

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

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

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

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

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.): **The cities of Rome and Cave Spring provide water services in an area beyond their respective incorporated areas; Floyd County will provide water services to certain parts of the unincorporated area. To supplement its own sources, including wells and surface water, Floyd County contracts with the City of Rome for wholesale water.**

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>
Floyd County	Enterprise Fund
City of Rome	Enterprise Fund
City of Cave Spring	Enterprise Fund

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

None provided.

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>
Rome Water Purchase Agree.	Floyd County and the City of Rome	01/13/2004 - 01/01/2015
Floyd Cave Spring HB489 agr.	Floyd County and the City of Cave Spring	10/08/1999

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: **Blaine Williams, Assistant County Manager**  
 Phone number: **706.291.5268**      Date completed: 02/01/10

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:

**Wholesale Water Purchase Agreement**

**January 2004**

**ENTERED INTO MINUTES**

Date: 1-13-04

Book No. 41 Page No. 295

**GEORGIA, FLOYD COUNTY:**

THIS AGREEMENT; made and entered into this 13<sup>th</sup> day of January 2004, by and between the CITY OF ROME, GEORGIA, a municipal corporation, hereinafter called "the City", and FLOYD COUNTY, a political subdivision of the State of Georgia, hereinafter called "the County".

- 1) From January 1, 2004 until January 1, 2015, the wholesale rate to the County will be the percentage discount reflected in the table below but will be based on the then existing in-city rate.

Discount Table

<b>1.5 MGD Minimum Monthly Average</b>		<b>2.0 MGD Minimum Monthly Average</b>	
Monthly Average Volume Use Per Day	Price Per 1000 Gallons	Monthly Average Volume Use Per Day	Price Per 1000 Gallons
Less than 1.0 MGD	\$2.27	Less than 1.0 MGD	\$2.27
More than 1.0 MGD But less than 1.5 MGD	\$1.70 (25%)	More than 1.0 MGD But less than 1.5 MGD	\$1.70 (25%)
More than 1.5 MGD	\$1.48 (35%)	More than 1.5 MGD	\$1.48 (35%)
Only for Volumes over 1.5 MGD	\$1.36 (40%)	Only for Volumes over 1.5 MGD	\$1.25 (45%)

**NOTE:**

**( ) Represents % Discount from In-City Rate**

**\* Proposal based on a 10-year agreement.**

**\*\* Rates are guaranteed for 2004 and 2005.**

**Future rates will be the discounts from the in-city rate as indicated in the table. The City guarantees not to increase rates to the County in any given year by more than 5% and the discount will never be less than the percentage shown in the table.**

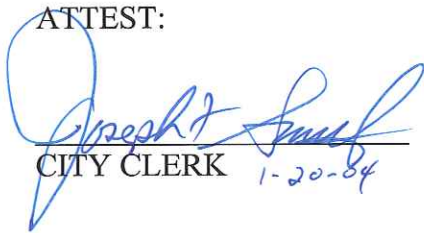
**\*\*\* The County can change to the 2.0 MGD minimum monthly table any time during the 10-year agreement if the County changes their guarantee to 2.0 MGD.**

- 2) Floyd County will guarantee a minimum annual purchase equal to 750,000 gallons per day.  
A payment will be made at the end of any year for an amount necessary to bring the average flow up to the minimum 1,500,000 gallons per day should the County fail to purchase the minimum amount. Should the County move to the 2.0 MGD minimum table, a payment would be made to bring the average flow up to the minimum 2,000,000 gallons per day should the County fail to purchase the minimum amount.
- 3) The terms of this wholesale rate should be renegotiated prior to January 1, 2015, however, the terms of this agreement will continue no longer than January 1, 2016, unless both parties agree.
- 4) In addition to the significant discount offer for usage during this time frame, the City will have the privilege to negotiate rates for industrial customers with large volume demands (100,000 gal. /day or more), especially where the resulting water customer would increase the purchase of wholesale water from the City.
- 5) The City will have a rate study made by an outside consultant on a biannual basis to analyze water rates.
- 6) Tie Points between the City and County systems will be provided to give both the City and County systems access to all sources of water supply for emergency use countywide.
- 7) The City guarantees to provide water of sufficient quantity and quality to supply the County water system needs unless an emergency or an unforeseen event prevents such service. If an emergency or unforeseen event occurs, the City will treat the County connection the same as all other customers. At locations where the City purchases water from the County, the County agrees to charge the City the same rate as the City charges the County for finished water except for the meter at Stonebridge Drive on the Old Summerville Road where a 10% transport fee will be added. The County guarantees to purchase a minimum of 1,500,000 gpd unless an emergency or an unforeseen event occurs.

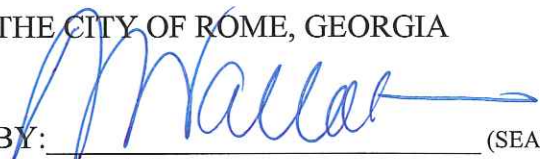
- 8) At the metering point to the County, the City will assure that the water sold will meet all standards for safe drinking water as established by the Environmental Protection Division of the Georgia Department of Natural Resources. If the City is unable to provide water to meet these standards, the City will take steps to immediately correct the problem and waive the guaranteed minimum annual purchase for the next 12 months.
- 9) The City will charge the County the in-City rate for water consumed at the Floyd county prison on Blacks Bluff Road.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

  
CITY CLERK 1-20-84


THE CITY OF ROME, GEORGIA

BY:  (SEAL)  
MAYOR, ROME CITY  
COMMISSION

ATTEST:

  
COUNTY CLERK

FLOYD COUNTY, GEORGIA

BY:  (SEAL)  
CHAIRMAN OF THE BOARD  
OF COMMISSIONERS OF  
FLOYD COUNTY, GEORGIA

**HOUSE BILL 489 AGREEMENT**  
**Floyd County and City of Cave Spring, Georgia**  
October 8, 1999

**ROADS** - The County will continue to provide labor and equipment for City LARP paving and will agree to provide labor and equipment to pave up to a total of 1 mile of city streets (including LARP mileage) on an annual basis. Additionally, the County will agree to provide roadway surface maintenance (ie. pothole patching and utility cut repairs) along with shoulder maintenance (ie. grass cutting and filling in ruts along edge of pavement) on the following city streets: Cemetary Road, Old Highway 100, Padlock Mountain Road and Mill Street.

**Police** - The County will agree to include routine patrol of all City owned parks as they travel through Cave Spring. The County will continue to assist the Cave Spring Police Department on special events and projects including investigative work when requested.

**Fire Service** - The County will agree to continue funding the Cave Spring Fire Department for the next five years in the amount of \$67,500 or 55% of the total operating expenses (as audited annually), whichever is more.. Additionally, the County will agree to pay 75% of the actual cost, not to exceed \$26,250, to purchase a new Rescue Truck for the Cave Spring Fire Department.

**Water Service Area** - The water service areas to be served by Cave Spring and Floyd County have been agreed to and will be highlighted on a map to be made part of the official HB489 agreement. Basically, the City of Cave Spring will service all areas of the County inside a boundary line formed by Big Cedar Creek.

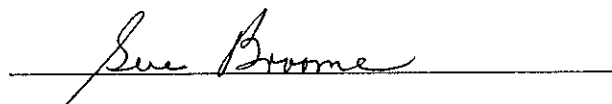
**Water Rates** - The City of Cave Spring has completed a water rate study by a professional engineer showing the rate differential of two(2) times the in-city rate being justified for city customers in the unincorporated area of the County. As part of this agreement, the City will agree to have another rate study made by an outside consultant in 2002 to analyze water rates and the unincorporated rate differential.



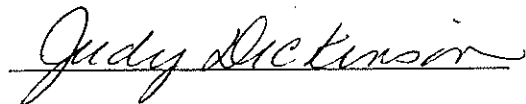
Chairman, Floyd County Board of Commissioners



Mayor, City of Cave Spring



Clerk, Floyd County Board of Commissioners



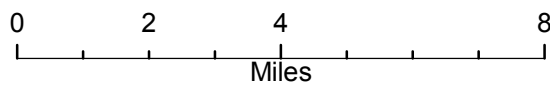
Clerk, City of Cave Spring



# City of Rome, Cave Spring and Floyd County

## Service Delivery Strategy

### Water Services



#### Water Service Areas

- City of Rome
- Cave Spring
- Floyd County

OGA

WALKER

WHITFIELD

GORDON

BARTOW

POLK

